

TRUE COPY



GOVERNMENT OF GOA  
REGISTRATION DEPARTMENT  
Office of the Civil Registrar-cum-Sub  
Registrar, Bardez



STAMP DUTY CERTIFICATE

ENDORSEMENT

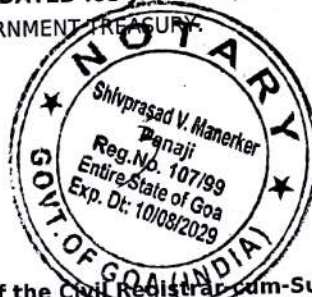
(Read Rule 3(3) of The Goa Payment of Duty by e-challan Payment Facility Rules 2021)

Stamp Duty Of : ₹ 2327700/-

(Rupees Twenty Three Lakhs Twenty Seven Thousands Seven Hundred only)

PAID VIDE E-RECEIPT NO 202400014454 DATED :05-Jan-2024,  
202400014485 DATED :05-Jan-2024,

IN THE GOVERNMENT TREASURY



*[Signature]*  
Sub Registrar

(Office of the Civil Registrar-cum-Sub Registrar, Bardez)

SUB-REGISTRAR  
BARDEZ

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Agreement or its records or Memorandum of Agreement - 5
PRE REGISTRATION NUMBER	:	202300088852
DOCUMENT SERIAL NUMBER	:	2024-BRZ-248
DATE OF PRESENTATION	:	11-Jan-2024
DOCUMENT REGISTRATION NUMBER	:	BRZ-1-205-2024
DATE OF REGISTRATION	:	11-Jan-2024
NAME OF PRESENTER	:	SHRUTI KAURA Designated Partner Of VEOHM RESIDENCES LLP
REGISTRATION FEES PAID	:	₹2407870/-
PROCESSING FEES PAID	:	₹2880/-
MUTATION FEES PAID	:	N.A./-



**Government of Goa  
Directorate of Accounts**

Opp. Old Secretariat,  
Fazenda Building, Panaji Goa  
Phone: 0832-2225548/21/31



Echallan No: 202400014454

**e-Receipt**

Department: 10 - NOTARY SERVICES Echallan Date: 05/01/2024 11:37:32

Name and Address of Party: VEOHMRESIDENCIES/9886101230  
2nd Floor 295 296 100 Feet Road First Stage Indiranagar

Service:

Stamp Duty

	Amount
Stamp Duty	₹ 1,163,850.00

Total Amount: ₹ 1,163,850.00

(Rs. Eleven Lakh Sixty Three Thousand Eight Hundred Fifty Only.)

Department Data: 202300088852 NOTARY|202300088852 NOTARY

Bank ref No: CPADKKPRP2  
Status: Success  
Payment Date: 05/01/2024 15:00:24  
Payment Gateway: SBI MOPS



Print Date: 07/01/2024 14:06:51



S. No. 2024-BSR2-248  
11/01/2024

**DEVELOPMENT AGREEMENT**

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		<b>Government of Goa</b> <b>Directorate of Accounts</b> Opp. Old Secretariat, Fazenda Building, Panaji, Goa Phone: 0882-2226548/21/31		 Echallan No. 202400014485	
<b>Department:</b> 10 - NOTARY SERVICES		<b>Echallan Date:</b> 05-01-2024 11:40:41			
<b>Name and Address of Party:</b> SAUREM MOBILJERS PRIVATE House of Puroys House No. 688 Saipem Candolim		<b>Service:</b> Stamp Duty			
<b>Amount:</b> ₹ 1163850.00		<b>Total Amounts of ₹:</b> 11,63,850.00			
<b>(Rs. Eleven Lakh Sixty Three Thousand Eight Hundred Fifty Only)</b>		<b>Department Data:</b> 202300088852 NOTARY			
<b>Bank ref No:</b>		<b>Status:</b> SUBMITTED			
<b>Payment Date:</b> 05/01/2024 17:03:54		<b>Reprint Date:</b> 07/01/2024 14:00:13			



2024-BR2-248

11/01/2024

**DEVELOPMENT AGREEMENT**

*belici Anello*

*Stuti Kanna*

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DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed on this the 5<sup>th</sup> day of January 2024 at Mapusa, Taluka Bardez and Sub-District of Bardez, Goa BY AND BETWEEN:

- A. MRS. CELIA ELEUTERIO DMELLO *alias* MARIA CELIA DE MELLO *alias* CELIA DMELLO, aged about 70 years, landlady, widow, daughter of Late Mr. Joao Benedito Pereira, holding PAN Card No. \_\_\_\_\_ holding Aadhaar Card No. \_\_\_\_\_ Indian National, and resident of House No. 1638, Saipem, Candolim, Bardez, Goa - 403515 and email address [celiadmellogoa@gmail.com](mailto:celiadmellogoa@gmail.com), hereinafter referred to as the "OWNER", which term shall mean and include, unless it be repugnant to the context thereof, her heirs, successors, permitted assigns, executors, administrators and legal representatives, **OF THE FIRST PART**

AND

- B. VEOHM RESIDENCES LLP, (PAN \_\_\_\_\_) a limited liability partnership formed under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 2<sup>nd</sup> floor, 295-296, 100 Feet Road, First Stage, Indiranagar, Bengaluru - 560038 and official email address [shrutikaura1@gmail.com](mailto:shrutikaura1@gmail.com), hereinafter referred to as the "DEVELOPER", represented herein by its Designated Partner MRS. SHRUTI KAURA, daughter of Mr. Jugal Kishore Modi, 48 years of age, married, businesswoman, Indian National, holding PAN Card No. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_ and resident of Flat No. 100, Oorve Apartments, No. 60, Muni Marappa Road, Off Nandidurgh Road, Jaymahal, Bangalore 560046 (duly authorized in this behalf vide resolution dated 25/07/2023), and wherever the context permits, shall mean and include the LLP as constituted on this day and as may be reconstituted from time to time, its successors, administrators and permitted assigns, **OF THE SECOND PART**



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AND

- C. **SAIPEM IMMOBILIERS PRIVATE LIMITED**, a private limited company, incorporated under the Companies Act, 2013, having PAN Card No. \_\_\_\_\_ and having its registered office at House of Lloyds, H. No. 1638, Saipem, Candolim, Bardez, Goa, India - 403515 and official email address **saipemimmobiliers@gmail.com**, herein represented by its Directors **(a) MR. LLOYD CIPRIAN BRAGANZA**, son of Mr. Jose Angela Maria Braganza, 48 years of age, married, businessman, Indian National, holding PAN Card No. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_ and resident of House of Lloyds, H. No. 1638, Saipem, Candolim, Bardez, Goa - 403515 and **(b) MR. AMEET RAMCHANDRA BAKHALE**, son of Mr. Ramchandra Bhaskar Bakhale, 45 years of age, married, businessman, Indian National, holding PAN Card No. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_ and resident of H. No. 323/2, Ward No. IX, Dayanand Bandodkar Road, St. Inéz, Panaji, Tiswadi, Goa - 403001, (duly authorized by Board Resolution dated 10/6/2023) hereinafter referred to as the "**CO-DEVELOPER**", which term shall mean and include, unless it be repugnant to the context thereof, its successors and permitted assigns, **OF THE THIRD PART.**

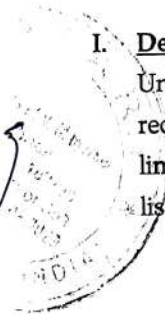
The Owner, Developer and the Co-Developer are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES HEREINAFTER CONTAINED (INCLUDING THE RECITALS) AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, THIS AGREEMENT WITNESSETH AS FOLLOWS:

**I. Definitions:**

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the schedules/annexures to this Agreement, the definitions listed below shall apply throughout this Agreement.

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1. **"Absolute Completion"** in regard to the Project shall mean the date on which the Occupancy Certificate is issued by the Village Panchayat of Calangute and/or Department of Town and Country Planning, Panaji or such other certificate by whatever name called, issued by any other competent authority permitting occupation of the residential villas in the Project, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity, provided that the residential villas in the Project have all the agreed specifications contained therein in terms of this Agreement, and are fit for human inhabitation/occupation as certified by the Architect for the Project.
2. **"Agreement"** shall mean this Agreement including all the schedules and annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time, in writing.
3. **"Allottee/s"** shall mean a person/s to whom a residential villa in the Project has been allotted or otherwise agreed to be transferred by the Developer/Owner/Co-Developer, applicants, prospective purchaser/s (including Purchaser/s in default) and the person/s who subsequently acquire/s the said residential villa/s through sale, transfer or otherwise but does not include a person to whom such residential villa/s/unit/s are given on rent, lease or on a leave and licence basis.
4. **"Applicable Laws"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority and/or of any other statutory authority in India, whether in existence on the date of execution of this Agreement or thereafter.
5. **"Approvals"** shall mean and refer to all such permissions, permits, sanctions, exemptions, licenses, no objection certificates from relevant authorities and approvals as may be required for the Project including but not limited to Project Approvals, approvals under the Goa, Daman and Diu Town and Country Planning Act 1974, Goa Electricity Supply



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Company ("GESCOM"), Public Works Department (PWD), environmental clearance (if applicable) from the Ministry of Environment and Forests, Village Panchayat of Calangute, or any other approvals as may be required from any governmental authority or from any other person, as the case may be, for the construction and development of the Project and shall include all approvals as may be required under law for the construction, development, operation, management, leasing, completion, disposal or transfer to the Allottee/s.

- 6. "Architect/s" shall mean the Architect appointed by the Developer for planning, designing and carrying out supervisory activities in respect of the Project.
- 7. "Association of Allottees" shall mean the association to be formed by the Allottee/s of residential villas in the Project under the local law in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the Purchaser/s or Allottee/s.
- 8. "Carpet Area" means the net usable floor area of a residential villa/s, excluding the area covered by the external walls, areas under services shafts, Exclusive Balcony or Verandah Area and Exclusive Open Terrace Area forming a part of the residential villa/s, but includes the area covered by the internal partition walls of the residential villa/s.

"Co-Developer's Cost" shall mean all the costs that Co-Developer has incurred in respect of the Schedule Property associated with zoning change, survey, mutation, partition, access road, and cutting of trees in the Schedule Property, in terms of Clause IV (B), Clause IV (C), Clause V (A) (f) and Clause 22.6 of this Agreement. All the above costs (other than cutting of trees) have already been incurred by the Co-Developer prior to the actual physical development and construction activities related to this Project. It is clarified herein that the costs related to obtaining Sanction Plan from the Town and Country Planning Department, Panaji and construction of access road will be borne solely by the Developer and hence, the same shall not form a part of the Co-Developer's Cost.



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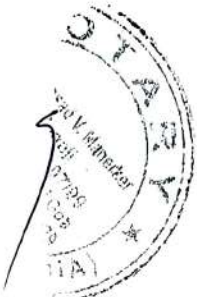
10. "Co-Developer's Account" shall mean the bank account exclusively opened for the purpose of the Project by the Co-Developer into which 100% of the receipts (other than Pass Through Charges) received from the Co-Developer's Saleable Area shall be deposited from time to time, from which 70% of the amounts received will be transferred to the Dedicated Co-Developer's Account.

11. "Co-Developer's Constructed Area" shall mean and include:

- a. The Carpet Area of the residential villas constructed in the area share of the Co-Developer and car parking spaces /Garages.
- b. the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the said residential villas.
- c. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villas.

12. "Co-Developer's Saleable Area" shall mean the Saleable Area in the Project less the Saleable Area of the Owner (comprising of one residential villa) and the Developer Saleable Area of 60%, to be sold to the prospective purchaser/s or retained by the Co-Developer along with the proportionate undivided share, right, title and interest in the Common Areas in accordance with the obligations under RERA including-

- i. the land comprised in the Schedule Property to be conveyed to the Association of Allottees, post its formation in which the Purchaser/s shall become a member as mandated by RERA.
- ii. The Carpet Area of the residential villa/s in the Project and car parking spaces /Garages.
- iii. the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the residential villa/s.
- iv. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villa/s.



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The Parties hereby agree that upon the issuance of the Sanction Plan, the Saleable Areas to be allocated to each Party shall be mentioned in the Area Allocation/Sharing Agreement.

13. "Common Areas" shall mean -

- (i) the entire land for the Project or where the Project is developed in phases and registration under RERA is sought for a phase, the entire land for that phase.
- (ii) the common basements, terraces, parks, play areas, open and unenclosed parking areas, and common storage spaces.
- (iii) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
- (iv) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
- (v) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
- (vi) all community and commercial facilities as provided in the Project; and
- (vii) any other areas in the Project necessary or convenient for its maintenance, safety, etc., and in common use.

14. "Dedicated Developer's Account" shall mean the bank account exclusively opened for the purpose of the Project by the Developer into which 70% of its share of receipts received from the Developer's Saleable Area shall be deposited from time to time so as to cover the cost of construction and development of the Project, which amounts deposited shall be withdrawn by the Developer and in proportion to the cost of land and completion of construction of the Project after such completion is confirmed by an Engineer, an Architect and a Chartered Accountant through the issue of a certificate in writing to that effect.

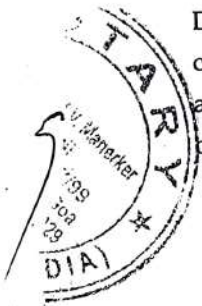
15. "Dedicated Owner's Account" shall mean the bank account exclusively opened for the purpose of the Project by the Owner into which 70% of her share of receipts received from the Owner's Saleable Area shall be

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deposited from time to time which amounts deposited shall be withdrawn by the Owner and in proportion to the cost of land and completion of construction of the Project after such completion is confirmed by an Engineer, an Architect and a Chartered Accountant through the issue of a certificate in writing to that effect.

16. "Dedicated Co-Developer's Account" shall mean the bank account exclusively opened for the purpose of the Project by the Co-Developer into which 70% of its share of receipts received from the Co-Developer's Saleable Area shall be transferred from time to time which amounts deposited shall be withdrawn by the Co-Developer and in proportion to the cost of land and completion of construction of the Project after such completion is confirmed by an Engineer, an architect and a Chartered Accountant through the issue of a certificate in writing to that effect.
17. "Defect Liability Period" shall mean a period of five (5) years from the date of achieving Completion of the Project in terms of the RERA.
18. "Developers Account" shall mean the bank account exclusively opened for the purpose of the Project by the Developer into which 100 % of the receipts (other than Pass Through Charges) received from the Developer's Saleable Area shall be deposited from time to time, from which 70% of the amounts received will be transferred to the Dedicated Developer's Account.
19. "Developer's Cost" shall mean and include:
  - (i) the entire cost of planning, construction and development of the Project, including third party fees and charges payable to all third parties involved with or engaged for the Project for the costs incurred towards legal fees, contractors fees, cost of men employed directly by the Developer on site, cost of building material, equipment, hire charges, charges towards securities services, fees paid to Professional Team, architects, advisors, tax consultants, accountants, project management consultants, fees paid for obtaining Sanction Plan, approvals and other



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clearances and permissions for the Project, and power and water connections for the Project, statutory dues, etc.

- (ii) The cost of all such statutory deposits, amounts and expenses as may be necessary for obtaining the water connection, sewerage and electricity connections in relation to the Project, and the deposits are to be recovered from the prospective purchasers/owners of the residential villas of the Project.
- (iii) The cost of securing tax assessment from the Village Panchayat of Calangute and allotment of sub nos. to each of the residential villas in the Project, post Absolute Completion.
- (iv) Cost of compensation paid to Purchasers/Allottees for delay in discharge of any obligations as imposed under RERA and any other expenses or cost incurred directly or indirectly for the Project which shall be borne exclusively by the Developer; and
- (v) Regularization/compounding fees for any deviation/s from the Sanction Plan of the Project.

20. "Developers Constructed Area" shall mean and include:

- a. The Carpet Area of the residential villas constructed in the area share of the Developer and car parking space/Garages.
- b. the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the said residential villas.
- c. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villas.

21. "Developer's Saleable Area" shall mean 60% of saleable area in the Project comprised in residential villa/s in the Project to be sold to the prospective Purchaser/s along with the proportionate undivided share, right, title and interest in the Common Areas in accordance with the obligations under RERA including:

- i. the land comprised in the Schedule Property to be conveyed to the Association of Allottees, post its formation in which the Purchaser/s shall become member/s as mandated by RERA.

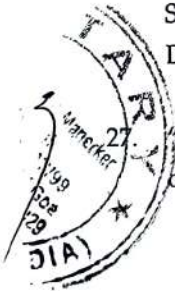
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- ii. The Carpet Area of the residential villas constructed for the Developer and car parking space/Garages.
  - iii. the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the said residential villas.
  - iv. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villas.
22. "Development Rights" shall refer to the entire development rights in respect of the Schedule Property conferred on the Developer and Co-Developer under the Agreement.
23. "Encumbrances" shall mean any restriction on the Schedule Property preventing its free transfer and enjoyment due to any claim, disputes, attachment, etc., in any manner whatsoever.
24. "Exclusive Balcony or Verandah Area" means the area of the balcony or verandah, as the case may be, that is constructed as a part of the residential villas in the Project and lies appurtenant thereto meant for the exclusive use and enjoyment of the Allottee/s.
25. "Exclusive Open Terrace Area" means the area of open terrace that is constructed as a part of the residential villas in the Project lying appurtenant to the residential villas in the Project meant for the exclusive use and enjoyment of the Allottee/s of the said residential villas.
26. "FSI/FAR" shall mean Floor Space Index/ Floor Area Ratio as sanctioned by the Department of Town and Country Planning, Panaji under the building bye-laws, rules and regulations in force as on date for the Project excluding TDR and/or Premium FSI/FAR, that may be permitted to be loaded in addition to the permissible FSI/FAR before the Sanction Plan or under a modified plan sanction allowed by the Department of Town and Country Planning, Panaji.

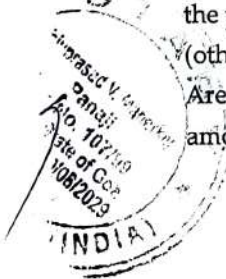
"Force Majeure" shall mean any event in the nature of war, flood, drought, fire, cyclone, earthquake and any other calamity caused by

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nature, an epidemic or pandemic resulting in a lockdown including but not limited to Covid 19 like situation and declared/ considered as force majeure by the concerned authorities, Government, non-availability of cement, steel, sand and other constructions materials or any event beyond the control of the Developer, any change in law or enactment of any new legislation affecting/impeding/suspending the development of the Project.

28. "Garage" shall mean a place within the residential villas reserved for parking of light motor vehicles having a roof.
29. "Government Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project.
30. "Launch" shall mean the date on which the Saleable Area in the Project is offered for sale to the Purchaser/s of the residential villas in the Project post registration of the Project under RERA.
31. "Marketing" (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for the (a) sale / transfer of the Developer's Saleable Area in the Project, (b) fixation of price for the Developer's Saleable Area, and (c) the allotment, sale / transfer or any other method of disposal, transfer or alienation of the Developer's Saleable Area.
32. "Owner's Account" shall mean the bank account exclusively opened for the purpose of the Project by the Owner into which 100 % of the receipts (other than Pass Through Charges) received from the Owner's Saleable Area shall be deposited from time to time, from which 70% of the amounts received will be transferred to the Dedicated Owner's Account.



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33. "Occupancy Certificate" shall mean the Occupancy Certificate or such other certificate by whatever name called issued by the Village Panchayat of Calangute and/or Department of Town and Country Planning, Panaji post completion of construction permitting occupation of the residential villas in the Project.
34. "Owner's Cost" shall mean and include:
- The costs involved towards procurement and submission of all relevant documents and title records in relation to the Schedule Property to establish a clear and marketable title to the Schedule Property.
  - The costs involved towards consolidation of title in the hands on the Owner in relation to the Schedule Property.
35. "Owner's Constructed Area" shall mean and include:
- the Carpet Area of one residential villa constructed for the Owner and car parkingspaces/Garages.
  - the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the said residential villa.
  - exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said one residential villa.
36. "Owner's Saleable Area" shall mean one residential villa in the Project allotted to the Owner to be sold to the prospective Purchaser/s along with the proportionate undivided share, right, title and interest in the Common Areas in accordance with the obligations under RERA including the below and shall include:
- the land comprised in the Schedule Property to be conveyed to the Association of Allottees, post its formation in which the Purchaser/s shall become a member as mandated by RERA.
  - The Carpet Area of the residential villa and car parking spaces /Garages.
  - the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the residential villa.



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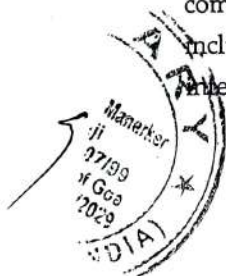
iv. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villa.

37. "Pass Through Charges" shall refer to all statutory and other deposits, charges, taxes, fees and expenses, such as external development charges, infrastructure development charges, external electrification charges, firefighting charges, payments / contributions received from the prospective purchaser/s of the residential villas towards electricity, water, sewerage, maintenance deposit and/or advance maintenance charges payable to the Association of Allottees, GST and any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs which would be collected / recovered from the prospective purchaser/s of the residential villas in relation to the entire Saleable Area in the Project as a contribution from such purchasers for onward transfer/ deposit to the concerned Government Authority or Association of Allottees in the Project, as the case may be, provided that, this shall not include any sums collected by the Parties from the purchaser/s of the residential villas in the Project but not actually paid out as such to the appropriate authority, association, etc. Notwithstanding anything contained in this Agreement, the Parties hereby agree that Pass Through charges will be applicable to all Parties of this Agreement, and will be borne by them as per the share of Saleable Areas so allocated to them.




38. "Professional Team" shall mean the architects, structural engineers, mechanical and/or electrical engineers, surveyors, consultants and/or such other professionals engaged and/or contracted by the Developer from time to time.

39. "Project" shall mean development of the Schedule Property by constructing and developing a residential project thereon comprising residential villas of different dimensions as per the specifications of construction set out in detail in Annexure-B of this Agreement with common amenities, facilities and infrastructure attached thereto, including provisions for car parking space/s, compound walls, gates, internal and external services relating to electricity, water, drainage,



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roads, amenities, facilities, staircases, passages, sewer lines, pipes, ducts and sanitation.

40. "Project Account" shall mean the bank account opened and operated exclusively by the Developer, in the same bank in which the Dedicated RERA Accounts are operated, into which the "Pass through Charges" will be deposited from time to time and thereafter paid to the concerned statutory authorities or the Association of Allottees as the case may be.
41. "Project Name" shall mean the name of the Project which shall be jointly decided the Developer and the Co-Developer.
42. "Project Vendors" shall mean contractors, architects, project management consultants, advocates, engineers, chartered accountants, other service providers, suppliers of materials and labour and all other required services and materials for the Project appointed by the Developer.
43. "Promoter" shall mean the Developer herein for all construction and related activities including the duties and obligations to be performed under RERA and the Owner herein for all matters in relation to the title to the Schedule Property, including the duties and obligations to be performed under RERA.
44. "Purchaser/s" shall mean the Allottee/s of residential villa/s in the Project and shall include any buyers, purchasers or transferees, whether an individual, corporate or otherwise of any residential villa/s in the Project.
45. "RERA" shall mean the Real Estate Regulation and Development Act, 2016 read with applicable Rules (for the state of Goa) in force as on date, and as amended from time to time.
46. "Saleable Area" shall mean the Super Built-Up Area of the residential villa/s in the Project to be sold to the prospective Purchaser/s along with the proportionate undivided share, right, title and interest in the Common Areas in accordance with the obligations under RERA including-



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- i. the land comprised in the Schedule Property to be conveyed to the Association of Allottees, post its formation in which the Purchaser/s shall become a member as mandated by RERA.
- ii. the Carpet Area of the residential villas in the Project and car parking spaces /Garages.
- iii. the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to/attached to the residential villas in the Project.
- iv. exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said residential villa/s in the Project.

47. "Sanction Plan" shall mean the plan approved and issued by the Joint Director, Department of Town and Country Planning, Panaji for the development of the Schedule Property which shall include modified sanction plans approved by the said authority, which shall be obtained by the Co-Developer at the cost of the Developer in terms of Clause IV (D) and Clause 9.1 of this Agreement.

48. "Schedule Property" shall mean the immovable property known as "Saipem" or "Priorado de S. Tome" or S. Tome", situated at Candolim presently surveyed under Survey No. 54/3-A, admeasuring a total area of 9703 sq. mts. of Village Calangute and described in the Land Registration Office of the Bardez under No. 19770 at page 75 of Book B-51 New and inscribed in favour of Cosme Verissimo Estevan Remingo de Melo due to gift dated 16/05/1939, enrolled in the Land Revenue Office of Bardez under no. 647 of 2 Circumscription of Candolim Bardez.

49. "Specifications" shall mean the specifications relating to construction agreed upon by the Parties to be provided for in the residential villas and the Common Areas in the Project as set out in detail in **Annexure-B** of this Agreement.

50. "Super Built-Up Area" of any residential villa/s in the Project shall mean the aggregate of (i) the Carpet Area of a residential villa/s and (ii) thickness of the external walls (iii) Exclusive Balcony or Verandah Area and Exclusive Open Terrace Area lying appurtenant to/attached to the



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residential villa which are reserved for the exclusive use of the Purchaser/s and proportionate share in the Common Areas in the Project.

## II. INTERPRETATION

In this Agreement, unless the contrary intention appears:

1. Any reference to any statute or statutory provision shall include:
  - (i) all subordinate legislation/rules made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
  - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.
2. Any reference to the singular shall include the plural and vice-versa.
3. Any references to the masculine, the feminine and the neuter shall include the other genders.
4. Any references to a "company" and "LLP" shall include a reference to a body corporate.
5. Any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement.



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6. References to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time.
7. The expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs.
8. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof.
9. Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm.
10. Headings to clauses, parts and paragraphs of Clauses, Schedules and Annexures are for convenience only, and do not affect the interpretation of this Agreement.
11. "In writing" includes any communication made by letter/s, fax or e-mail.
12. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
13. References to a person (or to a word importing a person) shall be construed so as to include:
  - (a) individual, Hindu Joint Family, partnership firm, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any



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local or municipal authority or other governmental body (whether or not in each case having separate legal personality);

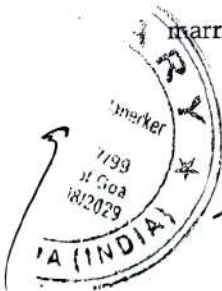
- (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.
14. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.
15. All the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
16. Contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred.

### III. FLOW OF TITLE:

- A. Whereas, the late Mr. Eleuterio de Melo and his wife the late Mrs. Maria Augusta de Souza were the **original owners** of the distinct immovable property known as "Saipem" or "Priorado de S. Tome" or S. Tome", situated at Candolim presently surveyed under Survey No. 54/3-A, admeasuring a total area of 9703 sq. mts. of Village Calangute and described in the Land Registration Office of the Bardez under No. 19770 at page 75 of Book B-51 New and inscribed in favour of Cosme Verissimo Estevan Remingo de Melo due to gift dated 16/05/1939, enrolled in the Land Revenue Office of Bardez under no. 647 of 2 Circumscription of Candolim Bardez ("**Property/Schedule Property**"). The Schedule Property is zoned under "S/2" settlement zone and has been more particularly described in the Schedule written hereunder and is hereinafter referred to as the "**Schedule Property**" and highlighted in red colour in the plan annexed hereto at Annexure 'A'.



- B. Whereas, the said Eleuterio de Melo expired on 17/03/1951 and his wife Maria Augusta de Souza expired on 04/09/1969, without leaving behind any Will or executing any gift during their lifetime and leaving behind the following children as their sole and universal legal heirs:
- a) Torcato Vitor Mariano de Melo married to Elisabet Pereira;
  - b) Aquino Engelberto Fulgencio de Melo;
  - c) Maria Jacinta de Melo e Souza married to Gelasio Constancio Aureliano de Souza;
  - d) Cosme Verissimo Estevao Remingo de Melo married to Kufemia de Melo;
  - e) Father Joaquim Antonio Jose Feliciano Lucio de Melo;
  - f) Criaca Ernestina Francisca de Melo; and
  - g) Senhorinha de Melo married to Manuel Correia.
- C. Upon the death of the said Eleuterio de Melo and his wife Maria Augusta de Souza, their son Cosme Verissimo Estevao Remingo de Mello initiated Inventory Proceedings bearing No. 25/1966, before the Hon'ble Civil Judge Senior Division at Mapusa, Goa. In the said Inventory Proceedings, the Schedule Property came to be allotted to one Mr. Eleuterio de Mello, who was the son of the aforesaid Cosme Verissimo Estevao Remingo de Mello.
- D. The said Mr. Eleuterio de Mello was married in his first nuptials to one Maria Goreti Jenifer de Conceicao Souza Eremita also known as Jennifer Souza Eremita, under the regime of Communion of assets and the said marriage was registered under no. 241 on 29/10/1975.
- E. The said Jenifer de Conceicao Souza Eremita also known as Jennifer Souza Eremita filed a suit bearing Special Civil Suit no.15/1978 for divorce and obtained a final decree of divorce by judgment, order and decree dated 27/02/1979, which is endorsed on the margin of the marriage certificate.



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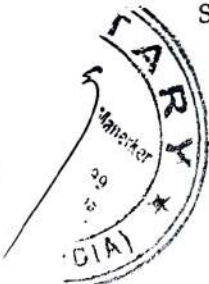
- F. Pursuant thereto, the said Mr. Eleuterio de Mello re-married by second nuptial under the regime of communion of assets, to one Maria Celia Pereira (i.e. the Owner) and the said marriage was registered under no. 129 on 03/11/1985.
- G. The said Mr. Eleuterio de Mello expired on 13/11/1997, without leaving behind any ascendants, descendants or co-laterals.
- H. Upon the death of the said Mr. Eleuterio de Mello, his widow Maria Celia De Mello initiated Inventory Proceedings bearing No. 162/2002/A, before the Court of the Civil Judge Senior Division of Bardez at Mapusa, Goa.
- I. Vide Order dated 29/01/2018 passed in the aforesaid Inventory Proceedings bearing No. 162/2002/A, the Hon'ble Court held that the first wife, the said Jennifer Souza Eremita alias Maria Goreti Jennifer de Conceicao Souza Eremita was entitled to 50% share and the second wife, the said Maria Celia De Mello was entitled to the remaining 50% share in the estate of the deceased, namely the late Mr. Eleuterio de Mello.
- J. It was further held that since the said Jennifer Souza Eremita alias Maria Goreti Jennifer de Conceicao Souza Eremita remarried to Jose Paulo Estevam in second nuptials under the regime of Communion of Assets, the said Jose Paulo Estevam was also entitled to a share in the assets of the deceased Mr. Eleuterio de Mello.
- K. Pursuant thereto, the said Maria Celia Pereira, Jennifer Souza Eremita and her husband Jose Paulo Estevam decided to amicably settle the disputes amongst themselves. Accordingly, Consent Terms were filed along with a Family Settlement Agreement dated 06/03/2020, which was drawn and executed by the parties. In the said Consent Terms, the said Jennifer Souza Eremita and her husband Jose Paulo Estevam agreed to relinquish their rights in respect of all the properties listed in the Inventory Proceedings bearing no.162/2002/A in favour of the Owner,



*Maria Celia Mello*  

and for which the Owner agreed to pay a certain sum of consideration amount to Jennifer Souza Eremita and her husband Jose Paulo Estevam, for such relinquishment of their rights in her favour.

- L. In pursuance of the terms of the settlement, the said Mrs. Maria Celia Pereira alias Maria Celia de Mello purchased the share of Jennifer Souza Eremita and her husband Jose Paulo Estevam which totally amounted to 50% share in the all the properties listed in the aforesaid Inventory Proceedings, and accordingly upon payment of consideration amount by Mrs. Maria Celia Pereira alias Maria Celia de Mello to Jennifer Souza Eremita and her husband Jose Paulo Estevam, the said Jennifer Souza Eremita and her husband Jose Paulo Estevam surrendered their share/rights in the assets and properties listed in the aforesaid Inventory Proceedings in favour of the Owner.
  
- M. Vide Judgment dated 22/06/2020 passed by the Civil Judge Senior Division at Mapusa, Goa in the said Inventory Proceedings bearing No. 162/2002/B, the said Schedule Property was allotted solely and exclusively to Mrs. Maria Celia Pereira alias Maria Celia de Mello in pursuance of the Owner having paid the amounts to Jennifer Souza Eremita and her husband Jose Paulo Estevam in the said Inventory Proceedings, for such relinquishment of their rights in her favour.
  
- N. The Co-Developer (at its cost, and on behalf of the Owner), has completed the mutation and subsequently secured the partition order dated 12.05.2023 partitioning the Schedule Property from the larger property bearing Survey No. 54/3 of Village Calangute, Bardez Goa, and assigning a new distinct Survey No. 54/3-A to the Schedule Property.
  
- O. Mrs. Maria Celia Pereira alias Maria Celia de Mello, the Owner herein, has thus become the sole and absolute owner absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Schedule Property.



*Maria Celia de Mello* *Shubha Kanna* *[Signature]*

#### IV. ROLE OF SAIPEM IMMOBILIERS PRIVATE LIMITED AS CO-DEVELOPER:

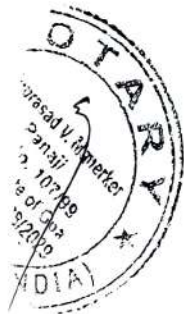
- A. The Co-Developer is a private limited company and a real estate developer and is engaged in the business of real estate development and construction in Goa, India. The Owner approached the Co-Developer for the development of the Schedule Property and in pursuance of the Development Rights granted herein to the Co-Developer, the Co-Developer paid an amount of Rs. 1,00,00,000/- (Rupees One Crore Only) to the Owner as an interest free refundable security deposit. The Owner shall return the said interest free refundable security deposit to the Co-Developer on the Absolute Completion of the Project within a period of 30 (thirty) days of the Co-Developer calling for such payment, failing which, the Owner shall be liable to pay compensatory damages of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) per month to the Co-Developer from the end of the 30 (thirty) day period post Absolute Completion of the Project till the date of return of the said interest free refundable security deposit to the Co-Developer.
- B. Subsequently, the Co-Developer (at its cost) has: (i) undertaken change of zoning of the Schedule Property to settlement S/2 zone on behalf of the Owner, as evinced in terms of certificate dated January 9, 2023, and; (ii) completed mutation and subsequently initiated partition proceedings on behalf of the Owner, to ensure that the said Schedule Property shall have its own distinct survey number bearing Survey No. 54/3-A. The partition order dated 12.05.2023, has since been obtained by the Co-Developer for the Schedule Property.
- C. The Co-Developer (at its own cost) and on behalf of the Owner, has already obtained a NOC from the Village Panchayat through its letter dated 21/03/2023 and permission from the Town and Country Planning Department vide its letter dated 21/06/2023 for the construction of a 10 meters wide access road in the Schedule Property, which shall be constructed from the existing 6 meters Village Panchayat road, located on the eastern boundary of the Schedule



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Property. The Parties hereby agree that the cost of construction of the said access road shall be borne solely by the Developer.

- D. The Co-Developer shall be responsible for and undertakes to obtain the Sanction Plan for the Schedule Property from the required Government Bodies / Authorities within a period of 2 (two) months from the date of the Developer providing the Co-Developer with all the necessary documents statutorily required for obtaining the approval for the same from the Town and Country Planning Department, Panaji. The costs associated with obtaining the Sanction Plan will be solely borne by the Developer.
- E. The Developer (who is a reputed real estate developer, having promoted projects in Bengaluru and Indore) has approached the Co-Developer and the Owner for undertaking co-development of the said Property in accordance with the commercial terms and milestones agreed upon between the Parties, which are more particularly set out in this Agreement.
- F. Prior to the execution of this Agreement, the Owner has provided the Developer with copies of all documents relating to the title of the said Property in original for inspection and certified true copies, a list of which, is reflected in the **Annexure- C** to this Agreement, and the Developer has undertaken due diligence of the same to its complete satisfaction. Further, prior to entering into this Agreement, the Owner permitted the Developer to issue a public notice in any of the newspapers in Goa to bring to the notice of the general public the proposed joint development between the Parties, and invite third party claims/objections (if any) to the same, within a period of 21 (twenty-one) days from the date of issue of the public notice. The public notice was published on May 18 and May 19, 2023 and as on the date of this Agreement, the Developer hereby states that it has not received any claims or objections from any third parties.



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## V. OFFER AND ACCEPTANCE

A. Whereas, the Developer herein, who was on a lookout for a suitable property to carry out development of a residential complex thereon comprising residential villas of different dimensions with all the required infrastructure facilities, common amenities attached hereto, approached the Owner and the Co-Developer and offered to co-develop the Schedule Property along with Saipem Immobiliers Private Limited as the Co-Developer into the Project (as defined) on certain terms and conditions, in response to which, the Owner herein made the following representations:

- a) That the Schedule Property is the sole and absolute property of the Owner herein and she has a clear, valid, subsisting and marketable title and is in peaceful possession and enjoyment of the same as its sole and absolute owner, there being no kind of liens, lis pendens, mortgages (equitable or simple), or charges of any kind or any nature whatsoever. The Schedule Property is not subject to any proceedings or attachment before any civil, revenue or criminal court of law or public authority, and is free of any acquisition or requisition proceedings, minor or maintenance claims, tenancy claims and that the Schedule Property is not a subject matter of any subsisting agreement or arrangement with any other person or persons.
- b) That she has not alienated, sold or parted with the possession of the Schedule Property by way of gift, sale or otherwise and that there is/are no charges for maintenance or otherwise over/on the Schedule Property.
- c) That she, or any other entity acting on her behalf, has not raised any funding/mortgage/ loans using the Schedule Property as collateral from any financial institution, private funding or any other lender thereby creating a duly registered equitable or simple mortgage on the Schedule Property.
- d) That she is the true and lawful owner of the Schedule Property and that no third party has any kind of right, title or interest in and over the Schedule Property and that there is/are no litigation/s pending in any



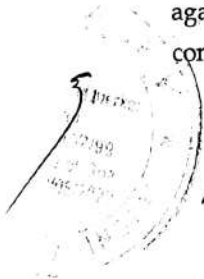
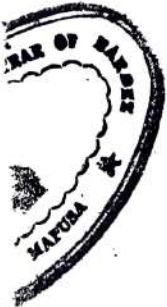
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court/tribunal/legal forum or any injunction order restraining the fulfillment of the Agreement hereby made.

- e) That she has got valid and unimpeachable title to enter into this Agreement in respect of the Schedule Property and she is competent to do so and further declare and assure that all taxes, rates, assessments due in respect of the Schedule Property are paid as on the date of this Agreement.
- f) That the Co-Developer (at its own cost) and on behalf of the Owner, has already obtained a NOC from the Village Panchayat through its letter dated 21/03/2023 and permission from the Town and Country Planning Department vide its letter dated 21/06/2023 for the construction of a 10 meters wide access road in the Schedule Property, which shall be constructed from the existing 6 meters Village Panchayat road, located on the eastern boundary of the Schedule Property. The Parties hereby agree that the cost of construction of the said access road shall be borne solely by the Developer. Further, the Co-Developer hereby states that an application has been made (on behalf of the Owner) on 06/04/2023 to the Chief Town Planner, Town and Country Planning Department, Government of Goa requesting that the said Access Road to the Schedule Property be incorporated on the Outline Development Plan ("ODP") and it is the responsibility of the Co-Developer for completing the same and incorporating the same into the revised future ODP. The Owner hereby represents that the existing documents in relation to the Schedule Property, will suffice for the present Sanction Plan process.
- g) That the Schedule Property has been earmarked as Settlement/Residential Zone in the extant ODP (prevailing as on date of this Agreement) published under the Goa, Daman and Diu Town and Country Planning Act, 1974 r/w Rules/Regulations framed there under, and is therefore suitable for a residential development.
- h) That the Owner will always indemnify the Developer and the Co-Developer, and their successors-in-title and interest, assignees, etc., against all losses and damages that they may sustain or incur in consequence of any claim being made on anybody's behalf on account of



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any defect in title (latent or patent) of the Owner to the Schedule Property.

- i) That there are no subsisting restrictions placed/acquisitions proceedings initiated from any of the Government or other statutory bodies or authorities including the Goa Industrial Area Development Board ("GIADB"), GHB, PWD, etc., which could be an impediment for developing the Schedule Property.
- j) That the Owner has not suppressed any fact from the Developer and Co-Developer which may hinder or cause an impediment to the Project to be undertaken on the Schedule Property in terms of this Agreement.

B. Whereas, the Developer herein in turn has made the following representations:

- a) The Developer has the necessary experience, expertise, skill and technical resources in developing, constructing and managing the Project.
- b) The Developer has the necessary financial capacity and wherewithal to commence and complete the Project on the Schedule Property at its cost, on the terms and conditions and within the time stipulated under this Agreement.

C. Whereas, the Owner has furnished the copies of all the documents of title in respect of the Schedule Property as listed out in **Annexure-C** below and on the basis of the representations and assurances mutually made by the Parties, they have agreed for the co-development of the Schedule Property into the Project on certain terms and conditions which have been agreed to between them, and which are reduced to writing in this Agreement as under.

**NOW IT IS MUTUALLY AGREED AS UNDER:**

That in pursuance of the foregoing and subject to the mutual obligations undertaken by the Owner, Developer and the Co-Developer under this

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Agreement, the Parties have agreed to develop the Schedule Property subject to the terms and conditions hereinafter contained.

**1. Permission to Develop:**

- 1.1. The Owner does hereby agree, authorize and confer upon the Developer and the Co-Developer an irrevocable right to develop the Schedule Property by undertaking the construction and development of the Project on the terms and conditions recorded in this Agreement. The Developer and Co-Developer shall have all such rights and privileges as may be required to exploit the Schedule Property, including but not limited to exclusive access without limitation or interruption and making appropriate covenants, representations and warranties to any third parties for the purposes of implementation of the Project in terms and spirit of this Agreement.
- 1.2. The Owner shall not revoke the rights granted to the Developer and Co-Developer under this Agreement till the completion and sale of the residential villas in the Project as the Developer and Co-Developer will be investing a substantial amount of money in the Project, but for Material Breach on the part of the Developer and consequences of such Material Breach as enumerated below in this Agreement.
- 1.3. Notwithstanding anything contained in this Agreement, the Parties hereby agree that all construction/development related plans, approvals, applications, materials, designs, landscaping, layout and specifications of the villa units/Project shall require prior sign-offs in writing and on email from the Owner, Co-Developer and the Developer. This shall be done once at the beginning of the Project only and not on an on-going basis.

**2. Plans /Licenses/NOCs:**

The Developer at its cost and risk shall with the prior written and email consent and concurrence of the Owner and Co-Developer, secure the renewal or modification of the building plan design the elevation of the

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buildings and further design the plan in any manner suitable and convenient to the Developer so as to derive the maximum benefit out of the permissible floor area ratio (FAR), and the Developer and Co-Developer shall ensure that such designing/planning shall also be to the benefit of the Owner. The Developer shall have the liberty to make any changes or alterations in the designing of the structures or the plan with the prior written and email consent and concurrence of the Owner and Co-Developer, and all such changes, alterations shall be for the mutual benefit of the Parties, only according to Applicable Laws and as per rules of the concerned authorities and without in any manner prejudicing the entitlement of the Parties under this Development Agreement. It is agreed between the Parties that the available FAR is 0.8 as per prevailing byelaws. The Parties acknowledge that there could be a situation where the entire FAR available as per bye laws cannot be utilized to develop the Project due to planning constraints specific to the site, hence, the Parties agree the sharing ratio of 60% to the Developer, approximately 7% (i.e. minimum of one residential villa to the Owner), and the balance of approximately 33% to the Co-Developer will be based on the Saleable Area achieved as per the actual Sanction Plan.

3. **Marginal Variations:**

The Developer shall be entitled to make modifications, deletions, additions and alterations in the design and layout of the Project with the prior written and email consent and concurrence of the Owner and the Co-Developer, depending on the exigencies during execution without materially affecting the entitlement of the Owner and the Co-Developer, but shall comply with the building bye-laws of the Department of Town and Country Planning, Panaji. Any penalties imposed due to such variation will be borne by the Developer alone.



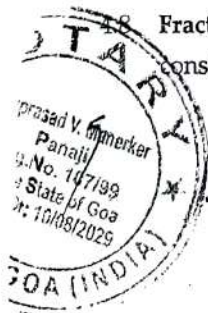
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#### 4. Sharing of Area:

- 4.1. The Developer and Co-Developer shall at their cost (in the manner set out in this Agreement), complete the construction of the Project on the Schedule Property.
- 4.2. The Developer with the prior written and email consent and concurrence of the Owner and the Co-Developer, has on this date envisaged the construction of the Project with a Saleable Area as may be finalized after the plans and working drawings are prepared by the Architect/s of the Project. However, the said Saleable Area could be modified if required, with the prior written and email consent of all the Parties.
- 4.3. The Owner shall be entitled to deal with the Owner's Saleable Area as defined.
- 4.4. The Co-Developer shall be entitled to deal with the Co-Developer's Saleable Area as defined.
- 4.5. The Developer shall be entitled to deal with the Developer's Saleable Area as defined.
- 4.6. The Owner shall be entitled to deal with the Owner's Saleable Area, the Co-Developer shall be entitled to deal with the Co-Developers Saleable Area and the Developer shall be entitled to deal with the Developer's Saleable Area as defined, in any manner as they deem fit, subject to restrictions on marketing as enumerated in clause 5 below, and their respective rights and obligations in respect of the same as mandated under RERA.
- 4.7. The agreed allocation of areas and allocation master plan of the villas is more particularly specified in the table annexed along with the Sketch of the Schedule Property at **Annexure-A**.



Fractional share: In case the Saleable Area in the Project cannot be constructed to enable the allocation of the Saleable Area exactly in the

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manner mentioned above in this Agreement, the Owner shall be entitled to such number of residential villas whose Saleable Area will be nearer to the total Saleable area in the Project and to such number of car parking spaces agreed to be allotted to the Owner.

Similarly, in case the Saleable Area in the Project cannot be constructed to enable the allocation of the Saleable Area exactly in the manner mentioned above in this Agreement, the Co-Developer shall be entitled to such number residential villas whose Saleable Area will be nearer to the total Saleable Area in the Project and to such number of car parking spaces agreed to be allotted to the Co-Developer.

Similarly, in case the Saleable Area in the Project cannot be constructed to enable the allocation of the Saleable Area exactly in the manner mentioned above in this Agreement, the Developer shall be entitled to such number residential villas whose saleable area will be nearer to the total SaleableArea in the Project and to such number of car parking spaces agreed to be allotted to the Developer.

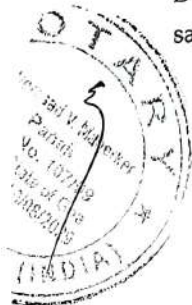
In the event of shortfall in allocation of Saleable Area to either the Owner, the Co-Developer or the Developer, the Party allotted the excess area than his/her/its entitlement will compensate the others for such fractional shortfall at the average sale price of the Project settled at the end of the Project at the time of project completion.



#### 5. Marketing:

(a) All Parties will jointly arrive at a Launch price for marketing of residential villas comprising their respective allocated shares in the Project which shall be subject to periodical revision every quarter during the course of the Project.

(b) The Developer shall be exclusively responsible for the Branding and Marketing of the Project to be developed on the Schedule Property. The Developer shall keep the Owner and the Co-Developer notified of the same.



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(c) Each Party shall intimate the other Parties in relation to any sale made by them within a period of 15 (fifteen) days from such sale.

**6. Goods and Service Tax ("GST"):**

With regard to the liability of GST applicable *inter-se* between the Parties, it has been agreed and understood between the Parties as follows:

- 6.1. In the case of levy of GST on works contract on the works carried out by the Developer and the Co-Developer for the Owner, the Co-Developer shall pay the same on a forward charge basis in terms of the Notification No.11/2017 dated 28/06/2017 read with Notification No.4/2018 dated 25/01/2018 read with Notification No.3/2019 dated 29/03/2019 issued by the Government of India, Ministry of Finance (Department of Revenue) and collect the amount paid from the Owner at the time of achieving Absolute Completion of the Project as provided in Notification No.6/2019 dated 29/03/2019 or at the option of the Owner at periodical intervals based on the progress of construction as provided for in terms of the Notification No.3/2022 dated 02/06/2021.
- 6.2. In the case of levy of GST on Development Rights on the unbooked stock of Developer, Owner and Co-Developer allotted residential villas in the Project as on the date of Absolute Completion, the same shall be paid by the Co-Developer on a reverse charge basis in terms of the Entry No.41(a) of Notification No.4/2019- Central Tax rate dated 31/03/2019 issued by the Government of India, Ministry of Finance (Department of Revenue) on behalf all the Parties and the Co-Developer shall collect/recover such GST dues in respect of the same from the Developer and Owner at the time of Absolute Completion.
- 6.3. The proportionate share of GST on Development Rights paid/payable by the Co-Developer as mentioned above shall be reimbursed by the Owner to the extent of the unbooked stock of residential villa in the Project pertaining to their share in the Project.



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- 6.4. The Owner, the Developer and the Co-Developer shall charge GST on the Allottees/Purchasers of the residential sites with villas constructed thereon at the rates prescribed for the residential villas as the case may be in terms of the Notification No.3/2019 - Central Tax rate dated 29/03/2019 issued by the Government of India, Ministry of Finance (Department of Revenue) as presently applicable and as may be amended from time to time.
- 6.5. The Developer agrees to forthwith execute any and all necessary deeds of conveyance/agreements/documents to convey and confirm the transfer of the built up developed villa units being part of Co-Developer's Saleable Area and of the Owner's Saleable Area and possession thereof to the Co-Developer, the Owner and/or their nominees or third party purchasers. It is hereby agreed that each Party will be solely responsible for unfailingly paying all applicable taxes, statutory charges and dues applicable and arising in connection with the respective developed villa units allotted to them. The Developer, the Co-Developer and the Owner will be individually responsible for all stamp duty and registration costs arising in respect of execution of conveyance deeds entered into by them with third party purchasers for the developed villa units so allotted to them.

7. REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (RERA, 2016).

The Parties have agreed to comply with the relevant provisions of RERA and regulations made there under from time to time. The Parties have further agreed to register the Project under RERA, 2016 as and when necessary. As any of the Parties may sell/transfer their share of area wholly or partly, the Parties agree to register the Project under RERA as and when either of the Parties indicate their intention to sell/transfer their respective areas in the Project wholly or partly. Consequently, as and when the provisions of RERA, 2016 and the rules notified under the RERA Rules, it is mutually agreed and understood between the Parties as follows:

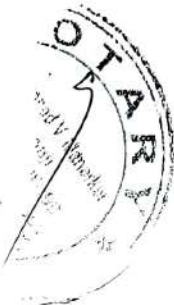
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- a) The Project being conceptualized for development under this Agreement is subject to the provisions of the RERA, 2016 read with the rules framed there under, from time to time and in force. Consequently, it has further been agreed that the Developer, the Co-Developer and the Owner shall comply with the provisions of the Chapter II and Chapter III of the RERA, to the extent and as may be respectively applicable to them.
- b) The Developer shall be fully responsible to comply the provisions of the RERA for all matters pertaining to construction and development including delay in delivery of units in the Project, defect in quality of construction and development and non-adherence to the specifications, amenities and facilities agreed to be provided by the Developer in the Project as detailed in Annexure B to this Agreement, and the Owner shall be fully responsible to comply with the provisions of the RERA as far as title to the Schedule Property is concerned.
- c) It is agreed to between the Parties that since the Project should be RERA compliant, the Developer shall be fully responsible for adhering to all the provisions of RERA in its capacity as the Promoter of the Project as defined under RERA and shall be responsible for the payment of all amounts towards monetary compensation to Purchasers/Allottees of residential villas/units in the Project due to delay in completion of the Project, default in fulfilling the obligations undertaken under the Agreements to Sell entered into with Purchasers/Allottees with respect to entire Saleable Area and all other claims made in respect of the Project. Further, the Developer shall also be responsible for redressal of all complaints filed before the RERA authority in respect of the completion of construction of the Project within the specified timelines as filed by the Developer to the RERA authorities at the point of registration including extensions thereof permitted by RERA and for the defects in the quality of development as indicated to the purchasers of units in the Project. Consequently, the Developer shall be fully liable and responsible for all claims, costs, losses and damages that may accrue and arise out of such



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complaints. In this regard, the Developer agrees to indemnify and keep indemnified the Owner and the Co-Developer from all costs, claims, losses and damages that the Owner and the Co-Developer may suffer or incur on account of default on the part of the Developer in fulfilling its obligations with respect to the development of the Project under RERA as the Promoter of the Project provided however, that in case there is delay in the Developer fulfilling its obligations on account of defects in title in the hands of the Owner to the Schedule Property, the Owner shall solely be responsible, accountable for any such claim, costs, losses and the Developer shall not be obliged to indemnify the Owner and the Co-Developer in such an event.

d) The obligations with respect to the title of the Schedule Property shall be of the Owner alone and in this regard, the Owner agrees to indemnify and keep indemnified, the Developer and the Co-Developer and/ or the Purchaser/s of the Project who may suffer with respect to any defect in title relating to the Schedule Property on which the Project is being developed, if such defect in title results in the clear and marketable title vesting in the hands of Purchaser/s in the Project including their peaceful possession of the same being disturbed/affected or if the completion of the Project is delayed on account of any orders of injunction obtained by any person/s from any competent Court of Law relating to the title of the Owner to the Schedule Property.

e) In the event either the Owner, the Developer or the Co-Developer is made a party by the Allottee or aggrieved person as the case may be in a legal proceeding due to non-performance of duties and obligations by the other Party under the RERA as set out above, the defaulting Party agrees and undertakes to indemnify and render harmless the other Party from all losses, damages and costs as determined by the Real Estate Regulatory Authority, Court of Law or other Legal Forums.

f) The Owner and the Co-Developer will co-operate with the Developer and sign necessary consents, no-objection certificates,



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forms, applications, declarations and other documents as required for and incidental to registration of the Project and any other requirements of the Real Estate Authority and shall agree to be Developer of the Project for the purpose of the RERA if required and called upon to do so by the said Authority.

- g) The Owner, the Developer and the Co-Developer shall maintain and operate the Dedicated Owner's Account, Co-Developer's Account and Dedicated Developer's Account respectively as mandated and required under RERA. In this regard, the Developer shall furnish to the Owner on a quarterly basis, a certificate from the Architect, Engineer and Chartered Accountant relating to the progress of construction/development and the cost incurred in the preceding quarter so as to enable withdrawal of funds from the said accounts by the Owner, Developer and the Co-Developer, as the case may be.
- h) The Developer shall take the necessary steps to form the Association of Allottees under any local law as mandated under RERA and convey to such Association of Allottees the Common Areas in the Project through a document to be executed and registered with the Jurisdictional Sub-Registrar. Further, the Developer shall convey the Common Areas to the Association of Allottees as mandated by RERA.

#### Area Allocation/Sharing Agreement:

The Developer shall hand over one set of Sanction Plans, renewed or modified plan sanction within 15 days from the date of securing such plan/s. The Owner, Developer and the Co-Developer shall enter into and execute an Area Sharing Agreement between themselves on or before a period of sixty (60) days from the date of obtaining of the plan sanction/modified plan from the Department of Town and Country Planning, Panaji for the Project clearly demarcating the areas to be apportioned between the Owner, Developer and the Co-Developer in terms of the location of the residential villas falling under their respective shares in an equitable manner after taking into consideration the locational advantages and disadvantages. This Area Sharing



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Agreement will be finalized prior to submission of plan sanction and executed with exact numbers post obtaining of the plan sanction from the Government Authorities. It is envisaged that there should be minimal difference between the sharing agreement finalized prior to submission and the actual plan sanction approved by the Government Authorities.

9. **Time for Commencement and Completion:**

9.1 The Developer agrees to ensure the Absolute Completion (as defined in this Agreement) of the Project in all respects within a period of 42 (Forty-Two) months from the date of registration of this Agreement with a grace period of 6 (six) months (subject to conditions Force Majeure, as defined in this Agreement) and hand over vacant possession of the Owner's and the Co-Developer's share of Saleable Area completed in all respects to them and/or their nominees. The cost for preparation of plans, drawings through the Architect/s and other clearances, permissions and sanctions for the Project shall be borne by the Developer. The compliance with the stipulated time for commencement and completion of the Project is the essence of this Agreement. The Co-Developer will take responsibility for and shall obtain the required Sanction Plan from the Town and Country Planning Department, Panaji in the stipulated time of 2(two) months from the date of the Developer providing all the necessary documents statutorily required for obtaining the approval from Town and Country Planning Department, Panaji. The costs associated with applying for and obtaining the Sanction Plan will be borne by the Developer.

9.2 In case the Developer fails to achieve the Absolute Completion within the time period mentioned above (subject to conditions force majeure and other legal impediments or restrictions not attributable to the fault of the Developer), the Developer shall pay as monetary compensation to the Owner, an amount calculated at Rs. 40,00,000/- (Rupees Forty Lakhs Only) per month to the Owner, calculated on the basis of percentage completion on a pro-rata basis as certified by the Architect, for the incomplete portion of the Owner's Constructed Area till the Absolute Completion of the Project. It is agreed between the Parties that post



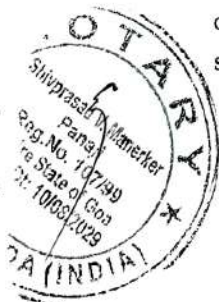
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Absolute Completion of the Project, no monetary compensation will be paid to the Owner irrespective of whether or not the Owner takes possession of their constructed area in the Project.

- 9.3 If as a result of any injunction or stay orders granted by any court arising out of any claims or defect in the title of the Owner in respect of the Schedule Property, the construction work on the Schedule Property is stopped/ suspended for the aforementioned reason, then, the Owner shall settle such claims or disputes to the satisfaction of the Developer at its cost and in such an event, the Developer shall be entitled to a corresponding extension of time in addition to time/costs associated with mobilization/ demobilization to complete the Project, till such claims or disputes are resolved fully and finally by the Owner to the satisfaction of the Developer.
- 9.4 In case any legal proceedings are initiated upon the Schedule Property by any Government or Statutory Authority due to any defect in title or possession which may hinder the progress of construction on the Schedule Property, then the Developer herein shall be entitled to corresponding extension of time/costs associated with mobilization/demobilization and costs spent on solving such litigation and in the event if the Government or any Statutory Authority imposes any fine or penalty upon the Owner in respect of the Schedule Property, then the Owner shall settle such issues with the Government and such Statutory Authorities entirely at her cost and the Developer shall not be held responsible in any manner what so ever, more specifically with respect to the Developer's Saleable Area in the Project.
- 9.5 If as a result of any injunction or stay orders granted by any court arising out of any defects or deviations in construction over the Schedule Property and if the construction work on the Schedule Property is stopped/ suspended for the aforementioned reason, then the Developer shall set right such defects or deviations and settle such disputes to the satisfaction of the Owner at its cost and in such an event, the Developer shall pay the agreed compensation for the delayed period of delivery of Owner's share of Saleable Area, if beyond the overall stipulated timeline for Absolute Completion.



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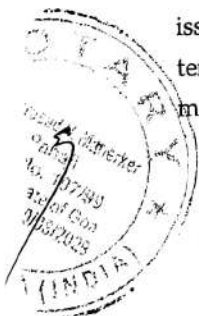
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9.6 In case any legal proceedings are initiated upon the constructions on the Schedule Property by any Government or Statutory Authority due to any defects or deviations in constructions on the Schedule Property, then the Developer herein shall solve such litigation and in the event if the Government or any Statutory Authority imposes any fine or penalty upon the project, then the Developer shall settle such issues with the Government and such Statutory Authorities entirely at its cost and the Owner shall not be held responsible in any manner whatsoever.

9.7 It is expressly agreed to between the Parties that in case there is an subsisting or future claim or dispute in relation to the title to the Schedule Property in a Court of Law as on date or if any order of injunction is granted by a competent Court of Law during the duration of the Project which could result in an impediment to the Developer to fulfill its obligations under this Agreement or that results in the frustration of the contract itself, and that in case there is any dispute in relation to the construction on the Schedule Property in a Court of Law as on date or if any order of injunction is granted by a competent Court of Law during the duration of the Project which could result in delay in completion of the Project and if the Developer fails to complete the Project within the time period as agreed above and payment of compensation as agreed above, then, in that event, the Parties would be exclusively entitled to exercise the following options:

- a. The Developer shall either terminate the contract after issuing a notice in writing to the Owner on a Material Breach of the terms of this Agreement caused by the Owner, in which event, this Agreement shall stand automatically terminated and the Owner shall be liable to return forthwith any amounts incurred by the Developer and the Co-Developer towards development till that date and any consideration paid to the Owner under this Agreement or supplementary agreement, if any, along with simple interest at the rate of 12% per annum from the date of the notice issued by the Developer informing the Owner of their intention to terminate this contract till the date of repayment. Till the amounts mentioned above are returned by the Owner to the Developer, the



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Developer will have a charge on the Owner's Saleable Area to the extent of the amounts due to the Developer.

- b. To grant a fixed period of time at the discretion of the Developer for the Owner to resolve such disputes or claims and if the Owner fails to do so within the time granted by the Developer, the Developer shall have the exclusive right and option to take the steps enumerated in clause (a) above without recourse to the Owner.
- c. In the event of a Material Breach caused by the Developer in terms of this Agreement, it shall be the Developer's responsibility to assign its rights and obligations under this Agreement to a new third party, on the same terms and conditions set out under this Agreement, with the mutual consent of the Owner and the Co-Developer.
- d. To grant a fixed period of time at the discretion of the Owner for the Developer to resolve such disputes and to complete the construction and if the Developer fails to do so within the time granted by the Owner, it shall be the Developer's responsibility to assign its rights and obligations under this Agreement to a new third party, on the same terms and conditions set out under this Agreement, with the mutual consent of the Owner and the Co-Developer.



10. Force Majeure:

The Parties agree that the Developer shall not incur any liability for any delay in completion of the Development caused by conditions or events force majeure, as defined. In the happening of any of the aforesaid events, the Developer shall within reasonable time from the date of occurrence/ happening of such event issue of a notice in this regard to the Owner and the Owner shall give reasonable extension to the Developer for completion of the Project.

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**11. Hindrance/obstruction to Construction:**

The Owner shall have no right whatsoever, to obstruct or hinder, on any ground whatsoever, the Developer's exclusive right to carry out construction and any allied/related activities on the Schedule Property until completion of the Project, provided that the Developer fulfils all its obligations under this Agreement.

**12. Right of Inspection:**

During the entire period of the Project, the Owner and/or her authorized representatives shall have the right to carry out inspection/supervision of the construction in progress at all times in order to check on the progress of the Project, quality of construction and conformity to the specifications relating to construction agreed to between the Parties.

**13. Stoppage of work on site:**

It is agreed between the Parties that if the said construction work is entirely stopped for any reason for a period beyond 60 (sixty) days, then the Developer shall inform the Owner the reasons for the same.

**14. Permission to Enter:**

14.1 The Owner herein grants unto the Developer and Co-Developer, the exclusive permission and right to enter upon the Schedule Property to carry out the development of the Project thereon on the terms and conditions contained in this Agreement.

14.2 The Parties hereto confirm that the permission given to the Developer and Co-Developer to enter upon the Schedule Property is only permissive possession under a license as defined under Section 52 of the Indian Easements Act, 1882 and shall not be construed as delivery of possession of the Schedule Property in part performance under Section 53 A of the Transfer of Property Act, 1882 or as a transfer within the meaning of Section 2(47) of the Income Tax Act, 1961. It is expressly clarified that the legal and lawful possession, control and domain over

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the Schedule Property shall remain and continue to vest in the Owner till the completion of the Project and the execution of the Sale Deeds in favour of prospective Purchaser/s of the Saleable Area in the Project. It is agreed between the Parties that on completion of the Project, the Developer shall deliver to the Owner and the Co-Developer herein and/or their nominees, the Owner's Saleable Area and the Co-Developer's Saleable Area.

15. Sale / Transfer of Owner's / Developer's Saleable Area / Co-Developer's Saleable Area:

15.1 The Developer, in view of developing the Schedule Property at its own cost and expense is entitled to retain, possess, enjoy, transfer, convey or alienate the residential villas forming a part of the Developer's Saleable Area in the Project to any person/s on the terms and conditions as it deems fit without recourse to the Owner by the execution and registration of Sale Deeds in favour of Purchasers of residential villas falling under the Developer's Saleable Area post the issue of the Occupancy Certificate for the Project from the Department of Town and Country Planning, Panaji and subject to achieving Absolute Completion of the Owner Saleable Area and sending an intimation in writing to the Owner by courier/email confirming the Absolute Completion of the Owner's Saleable Area. For this purpose, intimation by the Developer along with the certificate of the Architect of the Project confirming Absolute Completion to the Owner will amount to due compliance of the obligations in this regard on the part of the Developer. The Developer shall also be entitled to enter into Agreement/s to Sell/Lease/Licence with prospective purchasers / lessees / licensees and execute and register sale deeds / lease deeds / deeds of leave and licence in respect of the residential villas falling under the Developer's Saleable Area without any restriction whatsoever and collect amounts towards allotment, advances, installments and final payments under the said agreements/sale deeds/ lease deeds/deeds of leave and license on the terms and conditions as the Developer deems fit and appropriate, and to retain the entire amounts accruing and arising there from for itself without rendering any account to the Owner or Co-Developer.

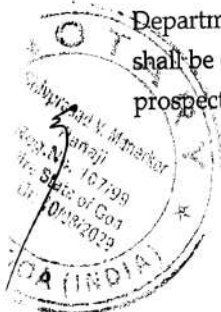


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15.2 The Owner shall be entitled to retain, possess, enjoy, transfer, convey or alienate the Owner's Saleable Area in the Project on terms and conditions as she deems fit without recourse to the Developer and the Co-Developer. The Owner shall be entitled to transfer, convey or alienate the Owner's Saleable Area in favour of any Purchaser/s of residential villas falling under the Owner's Saleable Area through the execution and registration of the Sale Deed/s in their favor post issuance of the Occupancy Certificate for the Project from the Department of Town and Country Planning, Panaji and post repayment of the IFRSD and other Pass Through Charges. Subject to the provisions of Clause 24.2, the Owner shall not be entitled to enter into Agreement/s to Sell / Lease or License with prospective Purchaser/s / lessees / licensees and execute and register sale deeds / lease deeds / deeds of leave and license in respect of the residential villa falling under the Owner's Saleable Area since the Owner's Villa is being kept as a security against the repayment of the IFRSD and Pass Through Charges.

15.3 The Developer and Co-Developer shall join as a confirming party in the execution and registration of the Sale deed in respect of the Owner's Saleable Area in favour of any prospective Purchaser/s of one residential villa falling under the Owner's Saleable Area, if called upon and required by the Owner or the prospective Purchaser/s of any residential villas falling under the Owner's Saleable Area to do so, and post repayment of the IFRSD and Pass Through Charges due from the Owner to the Developer.

15.4 The Co-Developer shall be entitled to retain, possess, enjoy, transfer, convey or alienate the Co-Developer's Saleable Area in the Project on terms and conditions as they deem fit without recourse to the Owner or the Developer. The Co-Developer shall be entitled to transfer, convey or alienate the Co-Developer's Saleable Area in favour of any Purchaser/s of residential villas falling under Co-Developer's Saleable Area through the execution and registration of the Sale Deed/s in their favor post issuance of the Occupancy Certificate for the Project from the Department of Town and Country Planning, Panaji. The Co-Developer shall be entitled to enter into Agreement/s to Sell / Lease or License with prospective Purchaser/s / lessees / licensees and execute and register



*Beha Drello* *Susha Kama* *X* *†*

sale deeds / lease deeds / deeds of leave and license in respect of the residential villas falling under the Co-Developer's Saleable Area without any restriction whatsoever and collect amounts towards allotment, advances, installments and final payments under the said agreements / sale deeds on the terms and conditions as the Co-Developer deems fit and appropriate, and retain the entire amounts accruing and arising there from for itself without rendering any account to the Owner or the Developer.

15.5 The Owner and the Developer shall join as a confirming party in the execution and registration of the Agreements to Sell/ sale deeds in respect of the Co-Developer's Saleable Area in favour of any prospective Purchaser/s of residential villas falling under the Co-Developer's Saleable Area, if called upon and required by the Co-Developer or the prospective Purchaser/s of any residential villas falling under the Co-Developer's Saleable Area to do so.

15.6 The Owner shall execute and register a Specific Power of Attorney in favour of the Co-Developer in respect of the Schedule Property and any other deeds or documents to confer various rights on the Co-Developer including and not limited to the following: to confer on the Co-Developer the right to enter into agreements to sell, construction agreements and other agreements and execute sale deeds/and other documents in favour of the prospective purchasers/ lessees or licencees of the whole or part of the Co-Developer's Saleable Area, receive the sale price and consideration, deposits, rentals, license fees and other payments relating to the sale and conveyance/lease/licence of the Co-Developer's Saleable Area and appropriate the same for themselves without rendering any account to the Owner. The stamp duty and registration costs in respect of the said Specific Power of Attorney in favour of the Co-Developer, shall be borne by the Co-Developer.

15.7 The Owner shall execute and register a Specific Power of Attorney in favour of the Developer in respect of the Schedule Property and any other deeds or documents to confer various rights on the Developer including and not limited to the following:



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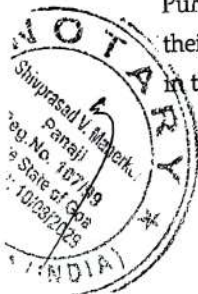
- a. obtain necessary permissions, clearances, NOCs, sanction of plans and permissions from the Joint Director, Department of Town and Country Planning, Panaji, GESCOM, PWD, State Fire & Emergency Services Department, SPCB, etc., for electricity, water and sanitary connections and other departments where it is required to obtain an NOC or a licence or clearance respectively;
- b. to appear and represent before any Government Authorities, statutory bodies or agencies, tax and other concerned authorities, etc., in relation to the execution of any work in respect of the Schedule Property; and
- c. to confer on the Developer the right to enter into agreements to sell, construction agreements and other agreements and execute sale deeds/and other documents in favour of the prospective purchasers/lessees or licencees of the whole or part of the Developer's Saleable Area, receive the sale price and consideration, deposits, rentals, license fees and other payments relating to the sale and conveyance/lease/licence of the Developer's Saleable Area and appropriate the same for themselves without rendering any account to the Owner.

The stamp duty and registration costs in respect of the said Specific Power of Attorney in favour of the Developer, shall be borne by the Developer.

16. The agreements to sell and sale deeds to be executed in favour of intending Purchaser/s of residential villas in the Project shall be uniform and on a standard format as mutually agreed to between the Owner, the Developer and the Co-Developer, and as approved by the Real Estate Regulatory Authority constituted under RERA at the time of granting registration to the Project.

17. **Ownership:**

- 17.1 After the completion of the Project on the Schedule Property, the Purchaser/s of the residential villas in the Project shall own the same as their absolute owner along with proportionate undivided share, interest in the Common Areas in the Project through the Association of Allottees



*belia Dmello*  

after its formation with the condition that none of the owners of residential villas in the Project will have the right to seek partition or separate possession of the Common Areas in the Project at any point of time whatsoever.

17.2 The Owner/Developer/Co-Developer and the prospective Purchaser/s of residential villas in the Project shall be entitled to use and enjoy all the Common Areas, amenities and facilities in the Project and shall be entitled to free ingress and egress and shall have the right of way at all reasonable times and all other easementary rights and privileges attached thereto.

17.3 The Owner's Saleable Area, Developer's Saleable Area and the Co-Developer's Saleable Area shall be their absolute property and they shall be entitled to sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from and subject to payment of all sums towards income tax, GST as and when applicable, deposits towards power, water and maintenance and all other statutory dues in respect of the same.

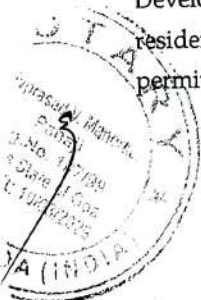
17.4 The prospective buyers of residential villas from the Owner / Developer / Co-Developer's Area Share shall be entitled to raise finance from banks/financial institutions for the purchase of their residential villas as per terms issued by the bankers of the buyers of the residential villas.



#### 18. Construction:

18.1 The construction shall be of best quality as per standard civil engineering norms.

18.2 The Owner having permitted the Developer to develop the Project the Developer shall be at liberty to undertake the construction of the residential villas as per the Sanction Plan with deviations if any, permitted and compoundable under the law and as per the



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specifications set out in the **Annexure-B** to this Agreement at its cost and expense and obtain all requisite permissions/ sanctions/ orders/ modified plans/licenses from the competent authorities as may be necessary for commencement and completion of the Project on the Schedule Property.

18.3 The Developer shall be entitled to entrust the development work to such person/s / firms / companies as the Developer may think fit and appropriate and shall be at liberty to appoint an Architects, consultants for landscaping, electrical and plumbing, Civil Engineers, contractors and any other professionals which the Developer may deem it necessary for the effectual completion of the Project or for professional assistance relating thereto.

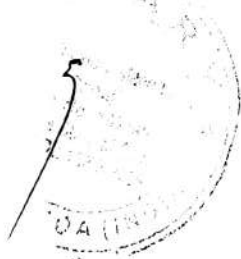
18.4 The Owner and/or her authorized representatives shall at all times have the right to inspect the progress of work and quality of construction on the Schedule Property.

18.5 **Construction Cost:** All expenses and costs which may have to be incurred in connection with the preparation of the plans, drawings, estimates, etc., and obtaining Sanction Plan and also the entire cost of construction of the residential villas and the amenities, services and facilities and the fittings and fixture thereon, including the fees payable to the Architects, Engineers, Contractors and other staff and workmen shall be borne by the solely by the Developer as enumerated above.

19. **Other matters relating to Construction:**

19.1 The Developer shall pay all such statutory deposits, as may be necessary for obtaining the water, sewerage and electricity connections from the relevant government departments, for all residential villas comprising the Project, and part of these costs that are part of the Pass Through Charges will be recovered proportionately from the Parties/their prospective purchasers.

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19.2 In case of any accident resulting in injury or death of any workmen or third party during the construction on the Schedule Property, the Developer shall be responsible for dealing with the same, if any, as may be arising therefrom.

19.3 All items of Plant and Machinery, tools, implements, stores, materials etc. which are used by the Developer for construction shall be the exclusive property of the Developer.

19.4 In case of disputes between the Developer and his contractors, Architects, engineers and other workmen and suppliers of material and other persons who are engaged in the development of the Schedule Property, the same shall be settled by the Developer who alone shall be liable and answerable for their claims, if any. The Owner shall have no liability of any nature in this behalf and the Developer agrees to indemnify and keep indemnified the Owner from all claims, costs, losses or damages that they may incur in this regard.

19.5 The Developer and the Co-Developer shall not have the right to create any mortgage or charge in relation to or on the Schedule Property or use the same as collateral for funding of the development and construction activity of the Project.

20. **Original Title Deeds and connected records**

20.1 The Owner has offered all the original documents of title and other connected documents and records pertaining to the Schedule Property to the Developer for inspection by the Developer's legal team and has provided the certified copies to the Developer, listed hereby in **Annexure - C**.

20.2 Thereafter, the Owner will provide the original documents for inspection to the Developer, statutory bodies, regulatory authorities, prospective purchasers of villas in the Project, etc. subject to sufficient prior notice, on a need basis. The original documents will remain in the custody of the Owner for the duration of the Project and post Absolute



*Belia Amato*  

Completion, the statutorily required set of documents as mutually agreed will be handed over to the Association formed by the owners of the Residential Villas in the Project.

21. Taxes:

21.1 The Owner does hereby covenant to pay all the arrears of municipal taxes and all pending charges(if any)from government/statutory bodies with respect to the Schedule Property till the date of registration of this Agreement in respect of the Schedule Property to the concerned authorities and thereafter, during the period of construction, water and temporary power consumption charges required for the construction of the Project shall be payable by the Developer till the completion of the Project.

21.2 After the completion of the Project, the assessment of property tax shall be obtained from statutory authorities in respect of the individual residential villas by the Developer, and thereafter, the Owner, the Developer and the Co-Developer or the prospective Purchaser/s of the Owner's/Developer's/ Co-Developer's Saleable Area in the Project shall pay their respective shares of the property tax assessed by the authorities, municipal taxes and the expenses incurred in that behalf. It is hereby agreed between the Parties that they shall pay the property tax in respect of their respective residential villas to the authorities until the same are sold.

Representations, Warranties, Covenants, Assurances and Obligations of the Owner:

The Owner hereby makes the following representations, warranties, covenants, assurancesto the Developer and confirms her obligations as under:

22.1 That the Owner has a clear and marketable title to the entire Schedule Property free from all Encumbrances, liens, *lis pendens*, mortgages or charges of any kind of acquisition or requisition proceedings, minor or maintenance claims and are in peaceful possession and enjoyment of the



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same. If in future, any defect in title is found or any claim is made in respect of the Schedule Property, the Owner shall take all the steps necessary to rectify/settle the same at their own cost without delay.

22.2 That the Owner shall not enter into any agreement for development or create, sell, transfer, mortgage, create any charge on the Schedule Property in favour of any other banks/ financial institutions, person or persons under any circumstance and in any manner whatsoever.

22.3 That the Schedule Property is not covered/ affected by any restriction or any Court or government order adversely affecting the Schedule Property and it is fit for development as a residential Project.

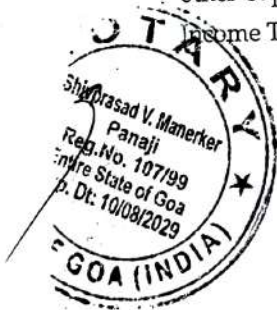
22.4 That the Owner has not executed any power(s) of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Schedule Property in any manner whatsoever.

22.5 That all existing documents of the Owner in relation to the Schedule Property, will suffice for the present Sanction Plan process.

22.6 Upon the Developer having obtained the Sanction Plan, and all other permissions in terms of Applicable Laws from Government Authorities for the Project and specifically for tree cutting in the Schedule Property, the Co-Developer shall take responsibility of cutting all trees, at its cost.

22.7 That the Owner shall comply with and shall cause compliance with the provisions hereof and shall provide full co-operation in the compliance and performance of its obligations and undertakings and shall honour the rights, interests and benefits of the Developer and the Co-Developer herein contained.

22.8 All Parties shall duly pay the income tax (including capital gains tax) accruing and arising to their account under the terms of this Agreement and on the consideration, if any, paid under this Agreement and any other supplementary agreement within the time prescribed under the Income Tax Act, 1961.



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22.9 All Parties shall pay their share of Pass Through Charges, GST, power deposits, water deposits, and municipal taxes on their Saleable Areas as and when the Absolute Completion is achieved by the Developer.

22.10 All Parties shall extend all necessary co-operation to each other and do all such acts, and execute all deeds, agreements, writings, statements, affidavits, declarations as they may be called upon by the other Party, so as to fully and effectively comply with and ensure performance of this Agreement and as may be required for the development of the Schedule Property in accordance with the Agreement including obtaining of all approvals and compliance of RERA process. All Parties undertake to be personally present wherever required by the Developer for any matters connected to the development of the Project the Schedule Property.

22.11 All Parties shall adhere to all the obligations under RERA and cooperate with each other in fulfilling the provisions of RERA in letter and spirit.

22.12 The Owner shall adhere to all the obligations under RERA and cooperate with the Developer and Co-Developer in fulfilling the provisions of RERA in letter and spirit.

22.13 Without prejudice to the above, all Parties shall comply with and ensure compliance of all their respective obligations specified in this Agreement.

It is clearly agreed to between the Parties that the compliance of all the obligations by all the Parties under this Agreement, which is a condition precedent, is of the essence of this Agreement and in case for any reason, the Parties fail in fulfilling the same, the same will amount to a material breach on their part, in which event, the affected Party shall issue a notice to the other defaulting Party to rectify/settle such Material Breach to the satisfaction of the non-defaulting Party on or before a period of 90 (ninety) days from the date of the notice, failing which the non-defaulting Party shall have the right to terminate the Agreement unilaterally by way of sending an intimation in writing by courier/ email to the defaulting Party expressing their intention to do so, in



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which event this Agreement shall stand terminated and all the consequences as set out in this Agreement will flow accordingly.

**23. Developer's Obligations:**

23.1 To meet the Developer's Cost as defined.

23.2 To open and operate the Project Account as defined and to ensure that all the Pass Through Charges deposited therein are remitted/transferred to the concerned statutory authority or the Association of Allottees, as the case may be.

23.3 To fulfill all the Conditions Precedent to the satisfaction of the Owner.

23.4 To take all steps that are necessary to ensure that the Project is practically completed within the time stipulated in this Agreement, subject to conditions Force Majeure as defined.

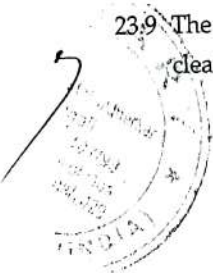
23.5 To ensure that the specifications relating to construction as detailed in the Annexure to this Agreement are complied with to the maximum extent possible with near equivalents permitted only in case of non-availability of certain items over a considerable period of time with mutual consent between Developer and the Co-Developer.

23.6 To ensure uninterrupted work on site with adequate man power, material and financial resources required for the Project.

23.7 To meet the demands and claims of labour on site, contractors (labour, construction and material) including any contingencies that may arise out of accidents on site.

23.8 To meet the claims of Purchaser/s or Allottee/s of residential villas of the Project in matters relating to quality of construction of the structure for a period of five years from the date of Absolute Completion of the Project.

23.9 The Developer shall handover one set of Sanction Plan, other licences, clearances and permissions obtained from various statutory authorities



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and Government Agencies in relation to the Project to the Owner on or before a period of 15 days from the date of obtaining each such sanction, license, clearance or permission.

23.10 The Developer, as the Promoter of the Project shall apply for registration of the Project before the Real Estate Regulatory Authority under RERA and do all acts, deeds and things to comply with the provisions of RERA.

23.11 The Developer shall duly form an "Association of Allottees" under the local law and convey the common areas in the Project to such "Association of Allottees".

23.12 The Developer shall take all the necessary steps to comply with the provisions of RERA.

24. **Interest Free Refundable Security Deposit (IFRSD)**

24.1 The Developer shall in addition to constructing for the Owner and the Co-Developer, their constructed areas in the Project, pay to the Owner, with the express consent and concurrence of the Co-Developer, an amount of Rs. 7,50,00,000/- (Rupees Seven Crores Fifty Lakhs only) as an interest free refundable security deposit ("IFRSD") in the manner mentioned below.

- a. An amount of Rs. 1,50,00,000/- (Rupees One Crore Fifty lacs only) paid to the Owner by the Developer in advance as per the below schedule. The below payments were made by the designated partners of the Developer LLP entity on its behalf (prior to the incorporation of the LLP):
- Rs. 75 lacs paid by Corenco Enterprises Private Limited -- Vide cheque number "000253" Dated: 12/06/2023 drawn on Standard Chartered Bank, Bengaluru
  - Rs. 36 lacs paid by Veohm Luxury Spaces LLP- - Vide cheque number "000103" Dated: 12/06/2023 drawn on Kotak Mahindra Bank, Bengaluru
  - Rs. 39 lacs paid by Bharathi Shetty - Vide cheque number

*Beha D'ello* *Shankh Kama* *[Signature]* *[Signature]*



"735996" Dated: 12/06/2023 drawn on ICICI Bank, Bengaluru

- b. An additional amount of Rs. 50,00,000 (Rupees Fifty lacs only) paid by the designated partners of the Developer LLPentiyas per the below schedule on behalf of the LLP(prior to incorporation of the LLP) to the Owner:
- i. Rs. 25 lacs paid by Corenco Enterprises Private Limited - Vide cheque number "000254" Dated: 27/06/2023 drawn on Standard Chartered Bank, Bengaluru
  - ii. Rs. 12 lacs paid by Veohm Luxury Spaces LLP - Vide cheque number "000104" Dated: 27/06/2023 drawn on Kotak Mahindra Bank, Bengaluru
  - iii. Rs. 13 lacs paid by Bharathi Shetty - Vide cheque number "735997" Dated: 27/06/2023 drawn on ICICI Bank, Bengaluru.
- c. On the 25<sup>th</sup> of July, 2023 an additional amount of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs only) by RTGS has been paid by Veohm Residences LLP (i.e. the Developer) and a further additional amount of Rs. 45,00,0000/- (Rupees Fortyfive lacs only) by RTGS has been paid to the Owner by the Developer on the 28<sup>th</sup> of July, 2023.

A further additional amount of Rs. 50,00,000/- (Rupees Fifty Lakhs only) has been paid by RTGS to the Owner by the Developer on the 6<sup>th</sup> of December, 2023, and an additional amount of Rs. 50,00,000/- (Rupees Fifty Lakhs only) has been paid by RTGS to the Owner by the Developer on the 8<sup>th</sup> of December, 2023.

The balance amount of Rs. 2,75,00,000/- (Rupees Two Crores Seventy-Five Lakhs only) shall be paid to the Owner by the Developer, by manner of cheques dated 19<sup>th</sup> of January, 2024, bearing the following cheque numbers drawn on Kotak Mahindra Bank, Bengaluru on the date of execution and registration of this Agreement. The said cheques will be handed

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over on the date of execution and registration of this Agreement.

Cheque Number: 000007 dated 19<sup>th</sup> January, 2024 for Rs. 1,00,00,000/- (Rupees One Crore Only)

Cheque Number: 000008 dated 19<sup>th</sup> January, 2024 for Rs. 1,00,00,000/- (Rupees One Crore Only)

Cheque Number: 000010 dated 19<sup>th</sup> January, 2024 for Rs. 75,00,000/- (Rupees Seventy Lacs only)

24.2 The Owner shall return the IFSRD to the Developer on the Absolute Completion of the Project within a period of 30 (thirty) days of the Developer calling for such payment and to secure such repayment, the Owner agrees that one residential villa forming a part of the Owner's Saleable Area shall be retained in the possession of the Developer till such refund of the IFSRD by the Owner. In the event that the Owner does not return the IFSRD and other Pass Through Charges to the Developer after the Absolute Completion of the Project is achieved within a period of 30 (thirty) days, the Owner shall be also liable to pay compensatory damages of Rs. 10,00,000/- (Rupees Ten Lakhs Only) per month to the Developer from the end of the 30 (thirty) day period post Absolute Completion of the Project till the date of return of the IFSRD to the Developer. Further, the Developer shall be entitled to sell the one residential villa comprising the Owner's Saleable Area held back in the possession of the Developer to recover the IFSRD and other Pass Through Charges due to the Developer, along with the compensatory damages set out hereinabove. It is herein agreed that no prior approval of the Owner shall be required by the Developer for the sale of the said one residential villa comprising the Owner's Saleable Area post the expiry of 9(nine) months from the date of Absolute Completion of the Project in the event that the IFSRD has not been refunded/returned to the Developer by the Owner within such time. The Parties agree that the Developer shall have the right to apply for immediate injunctive relief and specific performance with respect to this clause if the IFSRD has not been refunded by the Owner even after expiry of a period of 9(nine) Months post the Absolute Completion of the Project.

24.3 The Owner shall return the aforesaid IFSRD of Rs.7,50,00,000/- (Rupees Seven Crores Fifty Lakhs only) so received from the Developer under

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this Agreement in the event of the Developer calling for this return based on Absolute Completion of the Project.

24.4 As mentioned in this Agreement, the Developer, Owner and the Co-Developer shall bear the proportionate share of GST on the sale of their respective Saleable Areas, the proportionate share of power, water and maintenance charges and deposits, tax assessment and municipal taxes, expenses towards routine maintenance of Common Areas, amenities and facilities in the Project, corpus funds, etc., for their respective share of space in the Project.

24.5 The Owner/Allottees/Occupants of residential villa/s in the Project shall pay maintenance charges and maintenance deposit at such rates as shall be decided by the Developer and Co-Developer, or the Association of Allottees subsequent to its formation, from time to time. The sale deeds or lease deeds, letters of allotment or license agreements, as the case may be executed with Purchaser/s of residential villas in the Project such shall have suitable provisions for the same.

25. **Taxes/Levies:**

Capital Gains Tax and all other taxes / levies and any cess liable to be levied on the amounts realized by the sale of residential villas/ units built on the Schedule Property or due to this Development Arrangement between the parties herein, shall be borne and paid for by the respective Parties for their respective share(s) in the Project and the burden of such taxes may be passed on to the prospective Purchaser/s and / or end user, as permitted under law. The Owner, Developer and Co-Developer shall be liable to bear and pay all applicable statutory taxes/amounts including but not limited to Income Tax and GST.

In the event the Department of Town and Country Planning, Panaji or any other Statutory Authority imposes a condition seeking relinquishment / surrendering any area from the Schedule Property towards parks and open space etc., such relinquished / surrendered area shall be surrendered by the Owner with the Developer and Co-Developer as a Confirming Party.

*Belia Amello* *Shankar Jais* *[Signature]* *[Signature]*



## 26. Indemnity:

26.1 The Owner hereby covenants and declares that the Owner has subsisting right, title and interest over the Schedule Property and that the same is free from all and every kind of Encumbrances, attachments of any court, charges etc., and that if as a result of any misrepresentation made by the Owner in relation to the title of the Schedule Property causing loss to the Developer and the Co-Developer, the Owner undertakes to make good the loss suffered by the Developer and the Co-Developer. Further, the Owner agrees that the apart from the other remedies available to the Developer under law, the Developer and Co-Developer shall have a first charge in respect of Owner's Saleable Area in the Development on the Schedule Property. The Owner hereby undertakes to settle any dispute /claim that may arise as regards the title of the Schedule Property, at her cost.

26.2 If due to any defect in title of the Schedule Property, the Project does not go through, in that event the Owner will have to refund the amounts expended by the Developer and Co-Developer towards development / Sanction Plan charges, other Project expenses, expenses incurred towards registration of this Agreement and the Specific Power of Attorney such as Stamp Duty, Registration Fee, incurred towards the Schedule Property apart from the refundable deposits and non-refundable deposits, if any. The Owner confirms that the Developer and Co-Developer shall have First Charge over the Schedule Property till such amounts are completely discharged by the Owner.

26.3 The Developer shall keep the Owner and the Co-Developer fully indemnified and harmless against any loss, liability, expenses, cost or claims or actions or proceedings penalties for and on account of defect or deficiency in quality of construction, deviations and other acts of omission and commission that may arise during construction activities at the site, till the Project is completed in the Schedule Property and also the Developer alone is responsible and liable to pay and settle all claims, disputes etc., raised or claimed by the prospective Purchaser/s of residential villa/s forming part of the entire Saleable Area, the labour employed by them or any claims from labour contractor in putting up

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the construction. Further, the Developer shall be fully and solely liable and responsible for all government and authority approvals and any other authorities for compliance of all the statutory requirements regarding construction including any liability or claim that may accrue and arise as a result of deviation from the sanctioned plan beyond the permissible limits.

**27. Acquisition:**

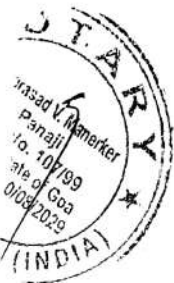
If the entire Schedule Property is acquired under any Law by the Government or other Authority under the law, before completion of the Project then this Agreement shall stand terminated. In this event, the Parties shall arrive at a mutually acceptable commercial decision.

**28. Termination:**

This Agreement shall stand terminated on the occurrence of the following events:

- (a) On completion of the Project, the sale of the residential villas forming a part of the Developer's Saleable Area and handing over possession of the Owner's Saleable Area to the Owner and Co-Developer's Saleable Area to the Co-Developer herein.
- (b) On the occurrence of any Force Majeure conditions or events which render the performance of the obligations by the Developer under this Agreement impossible, and as mutually confirmed between the Parties.
- (c) On the Owner committing a Material Breach of the terms of this Agreement.
- (d) On the Developer committing a Material Breach of the terms of this Agreement.
- (e) On the Project being indefinitely stalled due to any permanent order of injunction issued by a Court of law in response to any claim being made on the title of the Owner to the Schedule Property.
- (f) On the Project being indefinitely stalled due to any actions of the Developer and an order of injunction issued by a Court of law.

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- (g) On the Project being indefinitely stalled due to any order or any legislation of the Government prohibiting the development of the Schedule Property.
- (h) On the Co-Developer committing a material breach of the terms of this Agreement.

29. Consequences of termination:

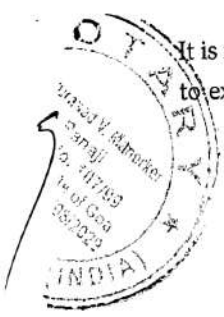
On termination of this Agreement under Clause 28 (a), the Owner shall be liable to return the Developer the IFRSD within a period of 1 (one) month from Absolute Completion.

On termination of the Agreement under any of the circumstances mentioned in Clause 28 (c), (e) or (h) above, the Owner shall be liable to return the Developer the IFRSD within a period of one month from termination with simple interest at 12% per annum and in addition to the same the Owner shall reimburse all expenses incurred by the Developer and the Co-Developer on the Project till that date as certified by the Architect and Engineer mutually appointed by the Owner, Developer and the Co-Developer to evaluate such expenses. Till such amounts are returned to the Developer and the Co-Developer by the Owner, the Developer and the Co-Developer shall have a first charge on the Schedule Property to the extent of the amounts due to them by the Owner, and the rights of the Developer and Co-Developer provided for herein shall not be disturbed.

However, if the termination is caused by a Material Breach on the part of the Developer as contemplated in Clause 28 (d) and (f) or in terms of Clause (b) and (g), the Owner shall be entitled to complete the construction on the Schedule Property as agreed under this Agreement with the Co-Developer, and it shall be the Developer's responsibility to assign its rights and obligations under this Agreement to a new third party, on the same terms and conditions set out under this Agreement, with the mutual consent of the Owner and the Co-Developer.

It is further clarified that in event that the prospective purchasers choose to exit / cancel allotment, booking from/in the Project forming a part of

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the Owner's Saleable Area / Developer's /Co-Developer's Saleable area in the Project, the respective Parties will bear the cost, compensation that would be incurred and payable to such prospective purchaser out of their respective accounts without reference, any liability to the other Party.

**30. Association to be formed:**

The Owner / Co-Developer / Developer or the Purchaser/s of the residential villa/s in the Project, shall become members of an Association of Allottees to be formed by all the owners of Residential Villa/s for the purpose of attending to maintenance and safety of the Common Areas of the Project and shall observe and perform the terms/conditions/byelaws/ rules/ regulations of such society/Associations condominium to be formed by all the said owners.

**31. Maintenance Deposits:**

31.1 The Owner/Developer/ Co-Developer and/ or the Purchaser/s of the residential villas in the Project shall maintain their respective portions at their own costs and expenses in good and tenantable condition and shall not do or suffer to be done anything in the Common Areas of the residential villas, which may be against law or this Agreement or which will cause obstruction or interference to the users of such Common Areas in the Project.

31.2 The Owner/Developer/Co-Developer or the Purchaser/s of the residential villas in the Project shall be deemed to have accepted the following conditions and contracted to bear the following routine expenses after Absolute Completion of the Project.

- a. Maintenance of lifts, pump sets, generators, transformer and other machineries, sanitary and electrical lines common to the building.
- b. Payments of electrical and water charges for common services areas.
- c. Replacement of bulbs in corridors and in other Common Areas.
- d. Provision for watchman, lift operator, pump operators and other security staff.



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32. Registration:

The cost of Stamp Duty, Registration and other incidental expenses pertaining to the conveyance of the Developer's Saleable Area shall be borne by the Developer or its nominees. Similarly, the Owner and the Co-Developer shall bear the cost of Stamp Duty, Registration and other incidental expenses pertaining to the conveyance of the Owner's and Co-Developer's Saleable Area shall be borne by them or their nominees.

33. Name of the Project:

The name of the Project shall be decided mutually by all the Parties and shall not be altered, modified or changed in any manner whatsoever. The Developer is herein permitted in perpetuity by the Owner that Project signage with the Developer name shall be erected at suitable locations by the Developer and the same shall not be removed.

34. Rights and Duties of all the Parties:

The Parties hereto covenant and declare that in respect of matters not provided herein, the Parties in this Agreement shall mutually cooperate with each other from time to time for the smooth implementation of the Project and liberal interpretation shall be given to the covenants herein contained. The Parties hereto agree that during the period of the Project, necessary supplementary agreement/s shall be executed to supplement this Agreement so as to give full effect to the terms and conditions herein contained, if required at any stage of the Project.



35. Forbearance:

Any delay or indulgence shown by any of the Parties to the Agreement in enforcing the terms of this Agreement or any forbearance shall not be construed as waiver of their respective rights by the other party nor shall the same in any manner prejudice the rights of any of the Parties.



*belia Dello*      *Shri. Kaur*      *[Signature]*      *[Signature]*

### 36. Advertisement:

On obtaining necessary sanctions including registration under RERA, the Developer is entitled to advertise the Project in Newspapers, Hoardings, Print and Electronic Media and by other way of advertisements and also offer access to any prospective purchaser/s for the purposes of promoting and marketing the Project.

### 37. Contract Conditions shall be Common to all:

The Developer, Co-Developer and the Owner will require every person/s to whom they shall hereinafter sell and convey the individual residential villas in the Project to observe the terms and conditions that will be recorded in the agreement to sell/sale deed entered into or executed in their favour in particular that relating their rights and restrictions vis-a-vis the Common Areas in the Project.

### 38. Defect Liability Period:

38.1 The Developer shall be responsible for any structural defects in construction of the residential villas in the Project upto a period of five (5) years from the date of Absolute Completion of the Project, as per the provisions contained under RERA.

38.2 However, cracks in plaster being natural phenomenon shall not be considered as a defect in construction. Warranty for all other consumables or equipment like generators & lifts will be provided by the respective manufacturers on their standard terms.

### 39. Cost of this Agreement and its Custody:

The original of this Agreement duly registered shall be with the Developer and certified copies of this Agreement after its registration shall be given to the Owner and the Co-Developer. The Developer and



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*[Handwritten Signature]*

*[Handwritten Signature]*

Co-Developer shall retain the originals of the specific power of attorneys in their favour, and provide the other Parties with a copy thereof. The Developer and Co-Developer shall bear the cost of the applicable stamp duty and registration fees and incidental charges in respect of the registration/execution of this Agreement, equally.

#### 40. Notices:

Any notice to either party can be sent by Registered Post with acknowledgement or email to the addresses mentioned below:

##### In the case of the Owner to

Name : Mrs. Maria Celia De Mello  
 E-Mail : celiadmellogoa@gmail.com  
 Mobile : +91 8390641113

##### In the case of the Co-Developer to

Name : Mr. Ameet Ramchandra Bakhale  
 Designation : Managing Director  
 E-Mail : saipemimmobiliers@gmail.com  
 Mobile : +91 9822930000 / +91 9822126262

##### In the case of the Developer to

Name : Mrs. Shruti Kaura  
 Designation : Designated Partner  
 Email : shrutikaura1@gmail.com  
 Mobile : +91-9845518517



*Maria Celia De Mello*

*Ameet Ramchandra Bakhale*

*Shruti Kaura*

41. Other Terms:

41.1 Unenforceable Clauses:

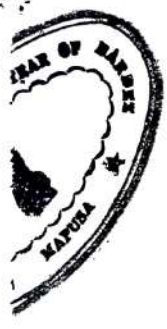
In the event of any provision of this Agreement being declared, by any judicial or other competent authority, to be void, voidable, illegal or otherwise unenforceable, or if indications of the same are received by either of the Parties from any relevant competent authority, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force.

41.2 Changes /Modifications:

No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment in writing to this Agreement and signed by the Parties.

41.3 Nature of relationship:

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party. The relationship between the Developer, Co-Developer and the Owner established by this Agreement is that of independent parties and nothing in this Agreement shall be construed to give any Party the right or power to direct or control the activities of the other Party or to constitute the Parties as employer and employee, association of persons, co-owner or otherwise as participants in a joint undertaking or to allow any Party to create or assume any obligations or liabilities on behalf of the other Parties for any purpose whatsoever or to represent to any person, firm or entity that such Party has any right or power to enter into or binding obligation or liability on the other Party's behalf.



*Helia Dmello*

*[Signature]*

*[Signature]*

**41.4 Severance:**

The Parties shall not be entitled to claim or demand any severance of separate performance of any individual term or provision of this Agreement.

**41.5 Entire Agreement:**

The Parties acknowledge that this Agreement and Annexures along with any ancillary agreements constitute the entire agreement between the Parties and overrides/supersedes all earlier agreements (either oral or written) between the Parties in respect of the Schedule Property.

**41.6 Headings:**

The Headings used herein are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of this Agreement.

**41.7 Publicity:**

The Developer, Co-Developer and the Owner shall, immediately on signing this Agreement, be entitled to erect sign board/s on the Schedule Property advertising for sale and disposal of the built areas in the Schedule Property and to publish in newspaper/s, magazine/s, website/s and such other media/s calling for application form/s from prospective Purchaser/s and otherwise market their share in any manner howsoever.

**41.8 Confidentiality:**

This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by the Owner except when the same is required to be disclosed pursuant to Applicable Laws, rules, regulations etc. or is appropriate in connection with any necessary or desirable intimation to the Government of India.



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Before making any such disclosure, the Owner shall obtain prior approval/consent of the Developer and the Co-Developer, in writing.

**42. Dispute Resolution; Jurisdiction; Governing Law:**

**42.1 Disputes:** The Parties shall attempt to amicably settle any dispute arising out of this Agreement, as the case maybe, and the obligations there under (each a "Dispute"). Either Party may give written notice of a Dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or the day that such event came to the notice of the applicable Party.

**42.2 Arbitration:** If any dispute arising between the Parties is not amicably settled within fifteen (15) days of sending the notice by the affected Party, such dispute shall be referred to arbitration by a sole arbitrator to be mutually appointed by the Parties. The seat of Arbitration shall be at Panaji, Goa and the language of Arbitration shall be English. The Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 for the time being in force or any statutory modification or re-enactment thereof. The decision of the Arbitrator shall be final and binding on the Parties.

**42.3 Interim Reliefs:** Notwithstanding anything to the contrary set out in this Agreement, the Parties may apply to a court of competent jurisdiction at Panaji for temporary or equitable relief, preliminary injunction, or other interim, equitable or conservatory relief, as necessary, and without abridging any of the powers of the arbitral tribunal under Clause 42.2 above.

**42.4 Jurisdiction:** Subject to the foregoing, the Courts at Panaji and the relevant Appellate Courts shall have exclusive jurisdiction in all matters arising out of the Agreement.

**42.5 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.



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#### 43. Miscellaneous:

##### 43.1 Independent Rights:

Each of the rights of the Parties hereto under this agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such type shall not constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

##### 43.2 Assignment:

No rights or liabilities under this Agreement shall be assigned by the Owner, Developer or the Co-Developer without the prior written consent of the other Parties.

##### 43.3 Waiver:

Inaction by any Party for any breach by the other Party of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

##### 43.4 Costs:

Each Party will bear their own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement. However, stamp duty, registration fees, processing fees, mutation fees, if any, to be paid for execution of this Agreement and the Allocation Sharing Agreement shall be borne equally between the Developer and the Co-Developer.

##### 43.5 Further Assurances:

Each of the Parties shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the Parties as reflected thereby.



*Belia D'Alto*

*Shri. J. J. J.*

*[Signature]*

#### 44. Stamp Duty and Registration Fees

Solely for the purpose of computation of stamp duty and registration fees payable by the Parties is as follows:

44.1 The total built up area to be handed over to the Owner has been estimated at 411.37 square meters and the same is valued at Rs. 1,23,41,100/- (Rupees One Crore TwentyThree Lakhs Forty One Thousand and One Hundred Only). Accordingly, Stamp Duty payable is Rs. 3,57,892/- and the Registration Fees is Rs.3,70,233/-

44.2 The undivided right in the Scheduled Property is valued at Rs.6,79,21,000/- (Rupees Six Crores Seventy Nine Lakhs Twenty One Thousand Only). Accordingly, Stamp Duty payable is Rs. 19,69,710/- and the Registration Fees is Rs.20,37,630/-

44.3 The Total Market Value of the transaction is Rs. 8,02,62,100/- (Rupees Eight Crore TwoLakhs Sixty Two Thousand One Hundred Only). Accordingly, the Total Stamp Duty paid is Rs. 23,27,601/- and the Total Registration Fees are Rs.24,07,863/-

The actual allocation to the Landowner, Developer and Co-Developer will be based on the Allocation Agreement and actual Plan Sanction numbers.

#### SCHEDULE PROPERTY

All that piece and parcel of the immovable property known as "Saipem" or "Priorado de S. Tome" or "S. Tome" measuring a total area of about 9703 sq. mtrs., presently under Survey No. 54/3-A, situated at Candolim of Village Calangute and described in the Land Registration Office of the Bardez under No. 19770 at page 75 of Book B-51 New and inscribed in favour of Cosme Verissimo Estevan Remingo de Melo due to gift dated 16/05/1939, enrolled in the Land Revenue Office of Bardez under no. 647 of 2 Circumscription of Candolim Bardez and bounded on the :

East by :Property bearing Survey No. 84  
West by :Property bearing Survey No. 54/3  
North by :The border of Village Saligao  
South by :Property bearing Survey No 81

Belia Melo

Shri. Kausar

✗ ✗

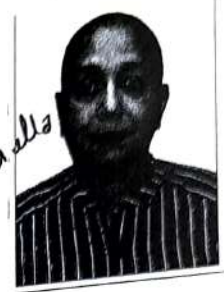


IN WITNESS WHEREOF, the Parties hereto have signed and executed this Development Agreement on the day, month and year first above written at Mapusa - Goa in the presence of the following witnesses.

SIGNED SEALED AND DELIVERED BY THE WITHINAMED OWNER

Celia Dmello  
MRS. CELIA ELEUTERIO DMELLO  
alias MARIA CELIA DE MELLO  
alias CELIA DMELLO

*Celia Dmello*



L.H.F. Prints



R.H.F. Prints



*Celia Dmello*

*Shantikumar*

*[Signature]*

SIGNED SEALED AND DELIVERED  
BY THE WITHINAMED DEVELOPER

*Shruti Kaura*

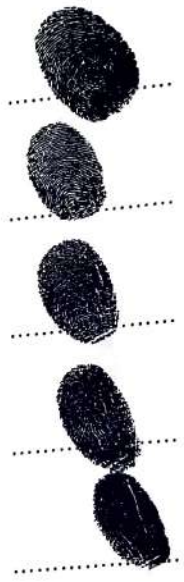
VEOHM RESIDENCES LLP  
Represented by the Designated Partner  
MRS. SHRUTI KAURA



L.H.F. Prints



R.H.F. Prints



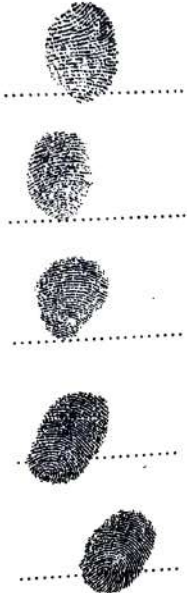
*belia Dmello* *Shruti Kaura* *W* *S*

SIGNED SEALED AND DELIVERED  
BY THE WITHINAMED CO-DEVELOPER



**SAIPEM IMMOBILIERS PRIVATE LIMITED**  
Represented by the Director: No.1  
**MR. LLOYD CIPRIAN BRAGANZA**

L.H.F Prints



R.H.F. Prints



*Belia D'Mello*



SIGNED SEALED AND DELIVERED  
BY THE WITHINAMED CO-DEVELOPER

*Ameeth*

*Ameeth*

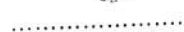


SAIPEM IMMOBILIERS PRIVATE LIMITED

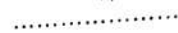
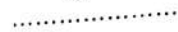
Represented by the Director No.2

MR. AMEETH RAMCHANDRA BAKHALE

L.H.F. Prints



R.H.F. Prints

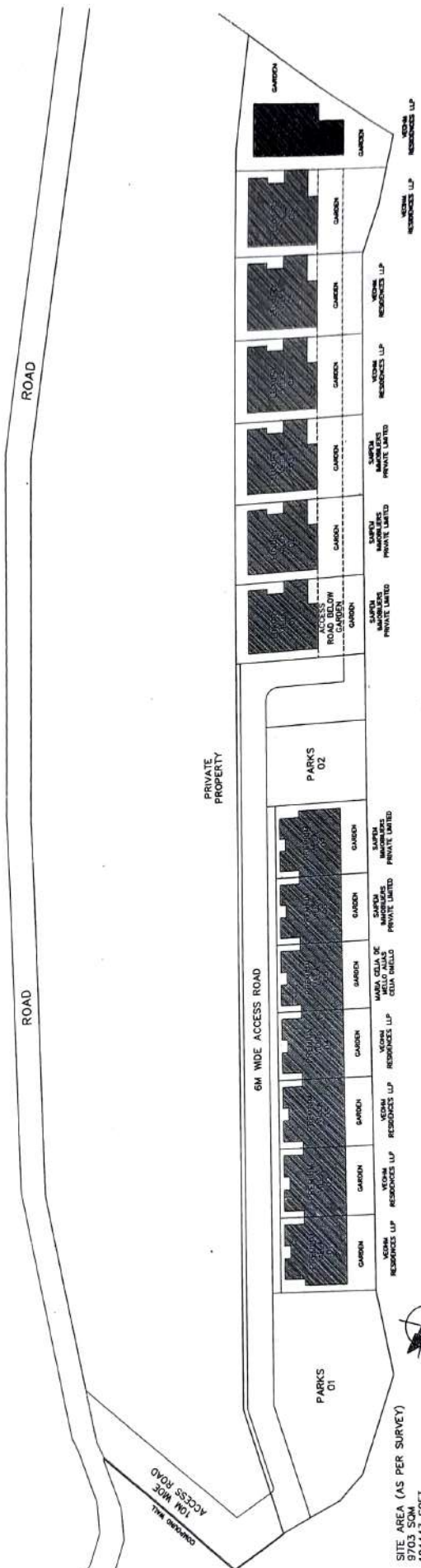


*belia Dmello* *Santa Paula* *RK* *RK*





Soil & Mineral Survey No. 107/50 State of Goa 10/08/2020  
GOA (INDIA)



ALLOCATION MASTER PLAN

SITE AREA (AS PER SURVEY)  
9703 SQM  
104443 SQFT



belia Phello

Shreshth Kaur

*[Handwritten signature]*

14

## ANNEXURE - B

Specifications relating to construction agreed upon between the Owner, Developer and the Co-Developer and the Common Amenities and facilities to be provided for in the Project

### STRUCTURE

- Earthquake resistant RCC framed structure with branded *HYSD* bars
- External & Internal walls with solid concrete block masonry
- Reinforced concrete sloping roofs
- Waterproofing for Terraces/ sundecks and sloped roofs

### DOORS

- Main door with Teakwood frame and shutter with teakwood veneer and PU finish
- Flush doors with Teak veneer for Internal doors
- Stainless Steel Ironmongery

### WINDOWS

- Anodised Aluminium windows & sliding doors of *Schuco, Tostem* or equivalent make
- *Saint Gobain* glass panels
- Mosquito screen shutters for Windows

### FLOORING

- Designer high quality large format Vitrified tiles with skirting in Living, Dining, Kitchen and Bedrooms of *Kajaria* or equivalent make
- Master bedroom with Laminated wooden floor
- Balconies with designer high quality vitrified tiles of *Kajaria* or equivalent make
- Terraces and Sundecks with outdoor floor tiles / Natural Stone flooring

Natural Stone flooring for Staircase



*beli Dnalto*

*Sanku Kama*  

- Anti skid designer tiles for toilets of *Kajaria* or equivalent make

#### RAILING

- Staircase: MS railing with solid wood handrail, as per design
- Balconies: MS railing with *RelWood* handrail, as per design

#### PAINT

- INTERNAL: Gypsum plaster/ putty finish with Plastic Emulsion paint
- EXTERNAL: Exterior Emulsion paint on textured wall finish

#### KITCHEN

- Modern modular state-of-the-art Kitchen
- Quartz/ Granite Countertop
- Designer tiles as back splash over the counter top of *Kajaria* or equivalent make
- *Hettich* fittings for pullouts and shutters
- Stainless sink with double bowl and tray
- Hob & Chimney of *Kaff* make
- Kitchen appliances
  - *Samsung* Refrigerator
  - *IFB* Washing Machine
  - *Kaff* Microwave & Oven
  - *IFB* Dishwasher



#### TOILETS

- Segregated wet & dry areas
- Sanitary Fittings: *Toto*
- Plumbing Fittings & fixtures: *Jaquar*
- High quality Vitrified tile wall dado of *Kajaria* or equivalent make
- Quartz/ Granite wash basin counter tops
- Electrical water heater for all toilets



beli Dello

*[Handwritten signature]*

**EXTERNAL**

- Private Landscaped garden with lawn
- Landscaping with ambient lighting
- Private Pool
- Personal Car park / driveway

**HOME AUTOMATION**

- Biometric digital door lock for the main door by *Samsung or equivalent*
- Gas leak detector in the Kitchen

**ELECTRICAL / SERVICES**

- Concealed wiring of *Finolex/ Legrand* make
- Modular Switches by *Schneider or equivalent*
- Concealed Fibre optic cable for Data points
- Built-in cabling for Satellite television
- Provision for Wifi
- Exhaust fans in toilets
- Television points in bedrooms
- AC provision for Bedrooms
- Air conditioning for all bedrooms of *Hitachi/ Daikin/ Mitsubishi or equivalent* (Ductable split units)
- Lifts of *Schindler, Thyssen Krupp, Otis, Kone or Mitsubishi or similar* brands.

**BACK UP FACILITY**

100% Back up for the project



**FULLY FURNISHED**

- Premium light fixtures for all areas

*belio Omello*

*[Signature]* ~~X~~ ~~Y~~

- Fitted furniture, Loose furniture and Soft furnishing
- Home Appliances (All AC's, Geysers, Kitchen appliances)
- One Living room furniture setwith *Samsung* QLED 55inch TV
- One Dining room furniture set
- Full set for each Bedroom (Beds, Side tables, Chest of drawers, etc.)
- Wardrobes for all bedrooms
- Cabinets & mirrors for all toilets
- Curtains & blinds
- Outdoor furniture

belia Amulla Shankh Kumar

~~A~~ ~~S~~



ANNEXURE - CList of documents provided to the Developer by the Owner as part of this Agreement.**CERTIFIED COPIES IN ENGLISH TRANSLATION DULY CERTIFIED BY THE TRANSLATOR**

1. Inscription No. 14213 in favor of Eleuterio De Melo and his wife Maria Augusta De Souza dated 31.05.1917.
2. Description No. 19771.

**CERTIFIED TRUE COPIES DULY NOTARISED BY A PUBLIC NOTARY**

3. Order dated 13.08.1970 passed by the Civil Judge Senior Division at Mapusa, Bardez, Goa in Inventory Proceedings bearing No. 25/1966 instituted on deceased estate leavers Eleuterio De Melo and his wife Maria Augusta De Souza.
4. Decree dated 22.06.2020 passed by Senior Civil Judge "B" Court at Mapusa, Bardez, Goa in Inventory Proceedings bearing No. 162/2002/B instituted on deceased estate leavers Cosme Verissimo Estevao Remigo De Mello, Eufemia De Mello and Eleuterio De Mello.
5. Manual Form I and XIV for the Property bearing Survey No. 54/3 of Village Calangute, Bardez, Goa.
6. Old Cadastral plan along with the New Corresponding Certificate for the Survey No. 54/3 (part) issued by the Superintendent of Survey and Land Records.
7. Communication dated 11.05.2023 issued by the office of the Mamlatdar of Bardez, Mapusa, Goa confirming information on matriz records.
8. Index of Lands for Calangute, Bardez, Goa.

**ORIGINALS DULY STAMPED BY THE RELEVANT AUTHORITIES**

9. Form I and XIV and Survey Plan for the Property bearing Survey No. 54/3-A of Village Calangute, Bardez, Goa.



belio DeMello  

- 10. Order dated 12.05.2023 passed by the Inspector of Survey and Land Records, Mapusa, Bardez, Goa for partition of property bearing Survey No. 54/3-A of Village Calangute, Bardez, Goa.
- 11. Nil Encumbrance Certificate.
- 12. Zoning certificate issued by the TCP for the said Property.

beha Duelto      *[Signature]*      *[Initials]*



## WITNESSES:

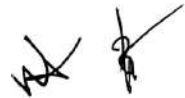
1. ROHIT SURESH BORKAR  
 H.No. 255, Khazan Bhat, Taleigao  
 Caranzalem - Goa 403002



2. SMITESH KAMDAS PEDNEKAR  
 H.No. 26/3, Graunsawaddo  
 Sodiem - Siolim  
 Bardez - Goa 403517



beloi Dmello 






**Government of Goa**  
 Directorate of Settlement and Land records  
 Survey Plan  
 Bardez Taluka, Calangute Village  
 Survey No.: 54, Subdivision No.: 3

Scale 1:4000

Reference No.: REV192331169



This record is computer generated on 30-03-2023 04:26:27. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd 24-Apr-2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in/>.

**NOTE: PLAN TO BE PRINTED ON A4 SIZE**

*belia Dmello*

*[Signature]*



100018429866

**FORM I & XIV**

नमुना नं १ व १४

Date: 10/01/2024

Page 1 of 2

Taluka **BARDEZ**  
 तालुका  
 Village **Calangute**  
 गांव  
 Name of the Field **Salpem**  
 शेताचें नांव

Survey No. **54**  
 सर्वे नंबर  
 Sub Div. No. **3-A**  
 हिस्सा नंबर  
 Tenure  
 सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0000.97.03	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.97.03

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जामीन	Grand Total एकूण
0000.00.00	0000.00.00	0000.00.00	0000.97.03

Remarks शेर

Case No. PIBAR02-23-195/1076 dated  
 12-05-2023, before the Inspector of Survey and  
 Land Records, Mapusa Bardez Goa

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेडियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Maria Celia De Mello		88012	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
	Nil			

Other Rights इतर हक्क  
 Name of Person holding rights and nature of rights:  
 इतर हक्क धारण करणाऱ्याचे नांव व हक्क प्रकार

Nil

## Details of Cropped Area पिकाबालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणाऱ्याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated	Unirrigated	Land not Available for cultivation नापिक जामीन		Source of irrigation सिंचनाचा प्रारि	Remarks शेरा
					बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.		
		Nil								

End of Report

For any further inquiries please contact the Mamlatdar of the concerned Taluka.

Stamp: **BARDEZ**  
 Mad V. Mamerker  
 Panaji  
 No. 107/99  
 State of Goa  
 01/03/2024



**FORM I & XIV**

100018429866

Date : 10/01/2024

नमुना नं १ व १४

Page 2 of 2

Taluka BARDEZ  
तालुका  
Village Calangute  
गांव  
Name of the Field Salpem

Survey No. 54  
सर्वे नंबर  
Sub Div. No. 3-A  
हिल्सा नंबर  
Tenure  
सत्ता प्रकार



The records computer generated on 10/01/2024 at 11:00:47PM as per Online Reference Number - 100018429866. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in>





**Government of Goa**

**Document Registration Summary 2**

Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time : - 11-Jan-2024 11:04:51 am

Document Serial Number :- 2024-BRZ-248

Presented at 10:57:34 am on 11-Jan-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	2327700
2	Registration Fee	2407870
3	Tatkal appointment fee	10000
4	Processing Fee	2880
<b>Total</b>		<b>4748450</b>

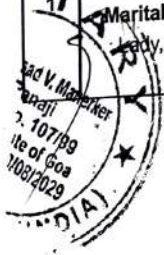
Stamp Duty Required :2327700/-










Stamp Duty Paid :2327700/-



Presenter		Photo	Thumb	Signature
Sr.No	Party Name and Address			
1	<b>SHRUTI KAURA Designated Partner Of VEOHM RESIDENCES LLP ,Father Name:Jugal Kishore Modi, Age: 48, Marital Status: , Gender:Female, Occupation: Business, Address1 - Flat No. 100, Oorve Apartments, No. 60, Muni Marappa Road, Off Nandidurgh Road, Jaymahal, Bangalore-560046, Address2 - , PAN No.:</b>			







Executer		Photo	Thumb	Signature
Sr.No	Party Name and Address			
1	<b>CELIA ELEUTERIO DMELLO Alias MARIA CELIA DE MELLO Alias CELIA DMELLO , Father Name:Late Joao Benedito Pereira, Age: 70, Marital Status: Widow , Gender:Female, Occupation: Land Lady, House No.1638, Saipem, Candolim, Bardez, Goa., PAN No.:</b>			



	Party Name and Address	Photo	Thumb	Signature
2	<b>SHRUTI KAURA Designated Partner Of VEOHM RESIDENCES LLP , Father Name:Jugal Kishore Modi, Age: 48,</b> <b>Marital Status: , Gender:Female,Occupation: Business, Flat No. 100, Oorve Apartments, No. 60, Muni Marappa Road, Off Nandidurgh Road, Jaymahal, Bangalore-560046,</b> <b>PAN No.:</b>			
3	<b>LLOYD CIPRIAN BRAGANZA Director Of SAIPEM IMMOBILIERS PRIVATE LIMITED , Father Name:Jose Angela Maria Braganza, Age: 48,</b> <b>Marital Status: , Gender:Male,Occupation: Business, House of Lloyds, H. No.1638, Saipem, Candolim, Bardez, Goa - 403515.,</b> <b>PAN No.:</b>			
4	<b>AMEET RAMCHANDRA BAKHALE Director Of SAIPEM IMMOBILIERS PRIVATE LIMITED , Father Name:Ramchandra Bhaskar Bakhale, Age: 46,</b> <b>Marital Status: , Gender:Male,Occupation: Business, H. No. 323/2, Ward No. IX, Dayanand Bandodkar Road, St. Inez, Panaji, Tiswadi, Goa - 403001.,</b> <b>PAN No.:</b>			

Witness:

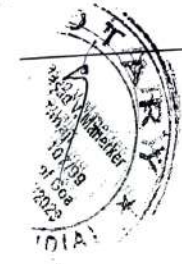
I/We individually/Collectively recognize the Developer, Owner,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<b>Name: Rohit Suresh Borkar, Age: 34, DOB: , Mobile: 9923584957 , Email: , Occupation:Service , Marital status : Married , Address:403002, House No.255, House No.255, Khazan Bhat, Taleigao Caranzalem, Panaji, Tiswadi, NorthGoa, Goa</b>			
2	<b>Name: Smitesh Pednekar, Age: 39, DOB: , Mobile: 9765491003 , Email: , Occupation:Advocate , Marital status : Married , Address:403517, House No.26/3 Gaunsawado Sodiem, House No.26/3 Gaunsawado Sodiem, Siolim, Bardez, NorthGoa, Goa</b>			



Sub Registrar  
**SUB-REGISTRAR**  
**BARDEZ**

Document Serial Number :- 2024-BRZ-248



Document Serial No:-2024-BRZ-248

Book :- 1 Document  
Registration Number :- **BRZ-1-205-2024**  
Date : 11-Jan-2024

Sub Registrar(Office of the Civil Registrar cum-Sub Registrar, Bardez)

**SUB-REGISTRAR  
BARDEZ**

CERTIFIED TRUE COPY  
REG No. 624518 DATED 6.4.12.2024

**SHIVRASAD V. MANERKER  
NOTARY AT PANAJI  
ENTIRE STATE OF GOA (INDIA)**

